

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

7700 CONGRESS, Ltd.

CASE NO.:

Plaintiff,

vs.

STRATEGIC GLOBAL ASSETS, LLC d/b/a  
FRAUDGUARANTEE.COM, LEV PARNAS,  
individually, and DAVID CORREIA, individually,  
all d/b/a FRAUDGUARANTY.COM, jointly &  
severally,

Defendants.

/

**COMPLAINT FOR MONEY DAMAGES**

Plaintiff, 7700 CONGRESS, LTD, a Florida Company sues the Defendants, STRATEGIC GLOBAL ASSETS, LLC d/b/a FRAUDGUARANTEE.COM, LEV PARNAS, individually, and DAVID CORREIA, individually, all doing business as FRAUDGUARANTY.COM, joint & severally and alleges as follows:

1. This is an action for money damages in the amount of \$27,282.09.
2. Plaintiff, 7700 CONGRESS, Ltd., is a Florida Limited Partnership registered to conduct business in Florida.
3. Defendant, STRATEGIC GLOBAL ASSETS, LLC d/b/a FRAUDGUARANTEE.COM, is a Florida Company registered to do business in Palm Beach County, Florida.
4. Defendant, LEV PARNAS, upon information and belief, is an adult Citizen of the United States and a resident of Palm Beach County, Florida and is sued in his capacity as *sui juris*.
5. Defendant, DAVID CORREIA, upon information and belief, is an adult Citizen of the United States and a resident of Palm Beach County, Florida and is sued in his capacity as *sui juris*.
6. All condition precedent to the filing of this action have either been fulfilled or waived.

COUNT I  
(Breach of Written Lease Contract)

7. Plaintiff realleges and reavers each of the allegations set forth in paragraphs 1 through 6 above as though duly set forth herein.

8. On or about March 15, 2013, the Defendant, STRATEGIC GLOBAL ASSETS MANAGEMENT, LLC, a Florida Limited Liability Company d/b/a FRAUDGURANTEE.COM, executed by the Defendant, DAVID CORREIA, individually, entered into a commercial lease contract in Palm Beach County, Florida, whereby Defendants obligated themselves to pay Plaintiff rent and breached the agreement attached hereto as Composite Exhibit "A" by failing to pay rent.

9. The Defendant, DAVID CORREIA, executed a Lease Amendment on the September 8, 2014, where they took a smaller space and agreed to pay the past due amount of \$24, 020.83.

10. Defendant breached the agreement by failure to pay pursuant to the terms of said agreement due to Plaintiff.

11. Defendants owe Plaintiff \$27,282.09 plus interest since March 15, 2013, as a result of the Defendants' breach.

12. The Plaintiffs are entitled to costs and attorney fees pursuant to the terms of the Lease, specifically section 24B(1) executed by and between the Plaintiff and Defendants.

13. The Lease provides that, in the case of breach of the Lease and/or early termination thereof, the Tenant remains liable for the rent and Plaintiff has the right to declare the entire balance of the Rental for the remainder of the term of the Lease Agreement immediately due and owing. *See Exhibit "A".*

WHEREFORE, Plaintiff demands Judgment against the Defendants for compensatory damages in the amount of \$27,282.09, pre-judgment interest, costs, attorney fees and such other and further relief as this Court deems just and proper.

COUNT II  
(Account Stated)

14. Plaintiff realleges and reavers each of the allegations set forth in paragraphs 1 through 6 above as though duly set forth herein.
15. Prior to the institution of this action, Plaintiff and Defendants had business transactions between them.
16. Plaintiff rendered a statement of the balance owed to the Defendants, a copy of which is attached hereto as Plaintiff's Composite Exhibit "B", and the Defendants did not object to the statement.
17. Defendants owes Plaintiff \$27,282.09 plus interest since March 15, 2013, on the account.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$27,282.09, pre-judgment interest, costs, attorney fees and such other and further relief as this Court deems just and proper.

COUNT III  
(Personal Guaranty)

18. Plaintiff realleges and reavers each of the allegations set forth in paragraphs 1 through 6 above as though duly set forth herein.
19. On or about September 8, 2014, in Palm Beach County, Florida, Defendant LEV PARNAS, individually, executed and delivered an unconditional personal guaranty of payment for all obligations under the Amended Lease attached hereto, a copy of which is attached and marked Composite Exhibit "A" and made a part hereof.
20. Plaintiff owns and holds that guaranty.
21. The Defendant has not paid the balance due when due.

22. Defendant, LEV PARNAS, individually therefore is responsible and owes Plaintiff \$27,282.09 plus interest since September 8, 2014, according to the attached exhibits, on the Defendant's guaranty.

23. Plaintiff is obligated to pay his attorneys a reasonable fee for their services and is entitled to recover same pursuant to the terms of the guaranty.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$27,282.09, pre-judgment interest, costs, attorney fees and such other and further relief as this Court deems just and proper.

/s/ Jeffrey J. Needle, Esquire  
The Needle Law Group  
Florida Bar No.: 0088242  
Attorney for Plaintiff  
5300 NW 33<sup>rd</sup> Avenue, Suite 206  
Fort Lauderdale, Florida 33309  
(954) 485-9900 ext. 119  
(954) 485-8527 fax  
[courtfiling@needlelaw.com](mailto:courtfiling@needlelaw.com)

STANDARD OFFICE LEASE

THE PRESERVE AT 7700 CONGRESS

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STANDARD OFFICE LEASE**

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## BASIC LEASE INFORMATION RIDER

### STANDARD OFFICE LEASE – THE PRESERVE AT 7700 CONGRESS

#### Preamble

Date of Lease: March 15, 2013

#### Preamble

Landlord: 7700 Congress, Ltd., a Florida limited partnership

#### Preamble

Tenant: Strategic Global Assets Management LLC, a Florida limited liability company  
d/b/a FraudGuarantee.com

#### Section 1

Premises: Suite 2203-05 as shown on Exhibit "A" of The Preserve at 7700 Congress, 7700 Congress Avenue, Boca Raton, Florida 33487 (said project together with any parking facilities included therein are collectively referred to as the "Building"). The Building is legally described on Exhibit "A-2" attached to this Lease.

#### Section 1

Rentable Area of Premises: 2,358 square feet, which is stipulated and agreed by the parties.

#### Section 2

Commencement Date: April 1, 2013:

Notwithstanding that the Commencement Date is April 1, 2013, Tenant may take early possession and occupancy of the Premises so long as the Lease is executed by Landlord and Tenant with the Total Due from Tenant at Lease Signing paid in full as a condition to such early occupancy (see Section 4 below); all insurance is in place and approved by Landlord (see Section 14 below); all Landlord's Work (see Section 6 below) has been completed and at such time of taking possession, Tenant commences payment of FPL for electric services and janitorial service to be billed by Landlord (see Section 10D below). In such event, the Commencement Date shall be modified and shall be the date that Tenant takes possession of the Premises, without changing the Expiration Date of the Lease Term as stated in Section 2 below.

Tenant shall complete, execute and return to Landlord an Acceptance of Premises Memorandum in the form attached hereto as Exhibit "E" within 3 business days after Landlord's request therefor.

#### Section 2

Expiration Date: May 31, 2017

#### Section 2

Lease Term: Fifty (50) months

#### Section 3

Base Rent for each Lease Year shall be as set forth in the table below. Each year commencing on the Commencement Date (or commencing on the first day of the first month following the Commencement Date if the Commencement Date is other than the first day of the month, in which event the First Lease Year shall include the period between the Commencement Date and the first month thereafter) or anniversary thereof is hereafter referred to as a "Lease Year."

<u>Lease Period</u>		<u>Annual</u>		<u>Monthly</u>
<u>From</u>	<u>Through</u>	<u>Base Rent</u>	<u>Base PSF</u>	<u>Base Rent</u>
4/1/2013	3/31/2014	\$ 47,160.00	\$ 20.00	\$ 3,930.00
4/1/2014	3/31/2015	\$ 48,574.80	\$ 20.60	\$ 4,047.90
4/1/2015	3/31/2016	\$ 50,032.04	\$ 21.22	\$ 4,169.34
4/1/2016	3/31/2017	\$ 51,533.01	\$ 21.85	\$ 4,294.42
4/1/2017	5/31/2017	** \$ 53,079.00	\$ 22.51	\$ 4,423.25

\* Landlord shall abate Base Rent for the Month of April 2013 and May 2013.  
\*\* Lease Period is for two (2) months only.

#### Section 3

Base Year: 2013

#### Section 3

Tenant's Share: 3.09%. Landlord and Tenant acknowledge that Tenant's Share has been obtained by taking the Rentable Area of the Premises and dividing such number by 76,364 square feet, and multiplying such quotient by 100. In the event Tenant's Share is changed during a calendar year by reason of a change in the Rentable Area of the Premises or recalculation of the Rentable Area of the Building, Tenant's Share shall thereafter mean the result obtained by dividing the new Rentable Area of the Premises by the new Rentable Area of the Building and multiplying such quotient by 100.

#### Section 4

Deposits Required:

<u>Prepaid Rents &amp; Security Deposits</u>		
First Months Rent (First Month Rent)	\$	3,930.00
Sales Tax for FMR	\$	235.80
<b>Prepaid Rent</b>	<b>\$</b>	<b>4,165.80</b>
Security Deposit	\$	7,860.00
<b>Total Due at Lease Signing</b>	<b>\$</b>	<b>12,025.80</b>

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The Total Due at Lease Signing shall be paid by Tenant upon Tenant's execution and delivery of this Lease to Landlord.

Section 5 Use of Premises: General office use subject to any exclusive rights granted to other tenants within the Building.

Section 6 Landlord's Work:

Landlord, at Landlord's sole expense, shall perform the following work using its building standard materials: (i) in Suite 2204, remove the wall and the door in the front office to create a large open area, (ii) install a door in the demising wall between 2204 and 2205 along the front of the suites, (iii) repaint the Premises, and (iv) replace the carpet in the Premises.

Section 7 Number of Parking Spaces (non-reserved): 3.8/1,000  
Initial monthly rate per Parking Space: \$N/A

Section 10D Landlord to provide 5 night per week janitorial service at \$0.10125 per square foot per month or \$1.215 per square foot annually, which will be billed as Additional Rent. Such cost is subject to change based on market conditions.

Section 14 Amount of General Liability Insurance: \$2,000,000.00; per occurrence including Fire Damage Legal Liability coverage of not less than \$300,000 per occurrence; provided, however, Landlord reserves the right to require such higher amount from time to time as Landlord reasonably deems necessary consistent with sound risk management practice.

*Regardless of whether the Lease has commenced, Tenant will not be permitted to take physical occupancy of the Premises until Landlord is in possession of a valid certificate of insurance and an emergency contact form for Tenant.*

Section 27 Tenant's Address for Notices: the Premises

Landlord's Address for Notices:

7700 Congress, Ltd., a Florida limited partnership  
c/o Jamie A. Danburg  
7700 Congress Avenue, Suite 3100  
Boca Raton, Florida 33487

With copies to:

Robbin Newman, Esq., General Counsel  
Danburg Management Corporation  
7700 Congress Avenue  
Suite 3100  
Boca Raton, Florida 33487

Section 41G Tenant's Real Estate Broker: Andrea Raskin-Lapis from Coldwell Banker Commercial NRT whose commission shall be paid by Landlord by separate agreement

Landlord's Real Estate Broker: N/A

Section 42 Guarantor: Ley Parnas

Certain of the information relating to the Lease, including many of the principal economic terms, are set forth in the foregoing Basic Lease Information Rider (the "BLI Rider"). The BLI Rider and the Lease are, by this reference, hereby incorporated into one another. In the event of any direct conflict between the terms of the BLI Rider and the terms of the Lease, the BLI Rider shall control. Where the Lease simply supplements the BLI Rider and does not conflict directly therewith, the Lease shall control.

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IN WITNESS WHEREOF, Landlord and Tenant have signed this BLI Rider as of the dates below their names.

**WITNESSES (Sign and Print Name):**

Sign Jamie  
Print TRACEY JOINER  
Sign Renee Dougherty  
Print RENEE DOUGHERTY  
(As to Landlord)

**"LANDLORD"**

7700 Congress, Ltd., a Florida limited partnership

By: Florida Business Parks, Inc., a Florida corporation,  
its general partner

By:   
Jamie A. Danburg, President

Dated: 9/16/2013

**WITNESSES (Sign and Print Name):**

Sign dsr  
Print Angela Rockinlage  
Sign Renee Dougherty  
Print RENEE DOUGHERTY  
(As to Tenant)

**"TENANT"**

Strategic Global Assets Management, LLC, a Florida limited  
liability company d/b/a FraudGuarantyee.com

By:   
David Correia, Manager

Dated: 3/15/13

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## 1. PREMISES; COMMON AREAS

Landlord leases to Tenant and Tenant leases from Landlord the Premises described in the Basic Lease Information Rider (the "BLI Rider") attached to the front of this Lease and incorporated into this Lease by this reference, and as more particularly shown on the floor plan attached hereto as Exhibit "A" and by this reference incorporated herein ("Premises"). The parties hereby agree that the Premises contain the number of Rentable Area set forth in the BLI Rider. Common areas include all areas of the Building not leased or rented to, or held for lease or rental to or exclusive use of, the Tenant or any other tenant of Landlord, which areas are used by more than one tenant of Landlord on the Building, including, without limitation, all unassigned parking spaces, driveways, truck courts, truck service areas, and sidewalks, if any of those areas exist on the project to service all Tenants of the project (the "Common Areas") provided that offroad parking areas in the Building not adjacent to the Premises shall not be available for use by Tenant or Tenant's guests, employees or invitees unless otherwise set forth herein. Common Areas will, at all times, be subject to Landlord's exclusive control and management in accordance with the terms and provisions of this Lease.

## 2. LEASE TERM; LEASE DATE

A. *General.* The lease term ("Lease Term") is for the period of time set forth in the BLI Rider, commencing on the Lease commencement date set forth in the BLI Rider ("Commencement Date") and ending on the Lease expiration date set forth in the BLI Rider ("Expiration Date"). Tenant's obligation to pay Base Rent, Overhead Rent and Additional Rent, as such terms are hereafter defined, will commence on the Commencement Date.

B. *Renewal.* Only if provided in the BLI Rider, Tenant shall have options (each an "Option") to extend the term of the Lease, each for such additional period as set forth in the BLI Rider. In order to exercise each of the Options, Tenant must give written notice to Landlord not less than seven months prior to the then existing expiration date of the Lease that it wishes to extend the term of this Lease; provided, however, that Tenant shall not be entitled to exercise either option unless each of the following conditions shall be fully satisfied at the time of its exercise: (i) the Lease shall be in full force and effect; (ii) the original Tenant named in this Lease shall be in possession of the Premises; and (iii) Tenant shall not then be in default under any of the terms, provisions, covenants or conditions of the Lease. Additionally, Tenant shall not be entitled to exercise any Option out of order. If Tenant exercises an Option as provided, the termination date of the Lease shall be extended for the number of years applicable to the Option as stated in the BLI Rider and Base Rent shall be adjusted to the amount(s) set forth in the BLI Rider, or if none, market rent. If Tenant shall fail to give written notice to Landlord of Tenant's exercise of the Option as provided, Tenant shall be deemed to have waived its right to exercise the Option and to occupy the Premises beyond the then existing term of the Lease. Notwithstanding anything to the contrary in this Lease, the term "Lease Term" whenever used in this Lease shall be defined to include the original term and all renewals and extensions thereof. Market rent (including escalations for successive years of the Renewal Term) shall be determined by Landlord in its reasonable discretion. Landlord's determination shall be based, as Landlord deems appropriate, upon then current and projected rents for suites in the Building which are then for rent (or, if none, which have been rented during the prior twelve months) or projected to be for rent during the Lease Term, adjusted for any special conditions applicable to such suites and leases, for location, length of term, amount of space and other factors Landlord deems relevant in computing rents for suites in the Building, including adjustments for anticipated inflation, and subject to adjustments for fluctuations in market rents, market conditions and price conditions. Notwithstanding anything herein to the contrary, Landlord's determination of market rent shall be final, and Tenant's sole remedy in the event that it is dissatisfied with such determination shall be non-exercise of the Option.

## 3. RENT

A. *Base Rent.* During the Lease Term, Tenant will pay as the base rent for the Premises ("Base Rent") the amounts set forth in the BLI Rider, in advance, on or before the first day of each month, in equal monthly installments of the amounts set forth in the BLI Rider. The term "Rent" shall refer collectively to Base Rent, Overhead Rent and Additional Rent, as well as other charges, costs, fees and expenses payable to Landlord pursuant to this Lease. The term "Additional Rent" is sometimes used herein to refer to any and all other sums payable by Tenant hereunder. All Rent shall be paid without demand, setoff or deduction, and together with each payment of Rent, Tenant shall pay Landlord any and all sales and other such taxes as are now or later enacted applicable to such payment of Rent. The Rent shall be paid by Tenant at the Building management office located in the Building or elsewhere as designated by Landlord in writing to Tenant. Any Rent payable for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

B. *Overhead Rent.* Beginning on the Commencement Date, Tenant shall pay Tenant's Share, as defined in the BLI Rider, of (i) the total amount of the annual Operating Expenses (as hereafter defined) other than insurance costs that are in excess of Operating Expenses incurred during the Base Year, as defined in the BLI Rider, (ii) the total amount of the annual insurance costs incurred by Landlord including costs incurred by Landlord pursuant to commercially reasonable insurance deductibles and (iii) the total amount of Taxes (as hereafter defined) that are in excess of Taxes incurred for the Base Year. As used herein, "Overhead Rent" means the total of Tenant's Share of Operating Expenses and Taxes. Prior to each calendar year, beginning with the calendar year immediately following the Base Year, Landlord shall, in advance, reasonably estimate for each such calendar year the total amount of the Overhead Rent. One-twelfth (1/12) of the estimated Overhead Rent shall be payable monthly, along with the monthly payment of the Base Rent. Landlord shall have the right, from time to time, to modify its estimate of Overhead Rent; and Landlord reserves the right to impose special assessment(s) on Tenant to collect items of Tenant's Share of Operating Expenses and Taxes incurred by Landlord during the calendar year. Following expiration of each calendar year for which Overhead Rent is payable hereunder, Landlord shall provide Tenant with a reconciliation statement showing the amount of the actual components of Overhead Rent for such calendar year. If the reconciliation statement reflects an underpayment in either component of Overhead Rent, Landlord shall also deliver to Tenant an invoice for the entire amount due which Tenant shall pay in a lump sum within thirty (30) days following receipt of such invoice or with the due date of its next monthly payment of Rent, whichever shall first occur. If the reconciliation statement reflects an overpayment in either component of Overhead Rent, Tenant shall be entitled to a credit against the next payment(s) of Rent in an amount equal to the overpayment. When calculating annual Taxes, such calculation shall, with respect to ad valorem taxes, be calculated with reference to the gross amount set forth in the official tax bill issued by the appropriate taxing authorities, irrespective of the amount actually paid by Landlord for such calendar year in light of a protest or dispute over the amount of such Taxes. In the event the Taxes for any calendar year are in fact contested by Landlord, however, ultimately the amount payable for that calendar year shall be the amount found to be

  
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payable in a final determination, whether such final determination is in the form of a pronouncement from the appropriate tribunal or a settlement. The delivery of the aforescribed projection statement after January 1 and/or the reconciliation after March 31 shall not be deemed a waiver of any of Landlord's rights to collect monies and/or a waiver of any of the duties and obligations of Tenant as described in this section or as provided elsewhere in the Lease. As used in this paragraph 3., the following terms shall have the following meanings:

(1) The term "Operating Expenses" shall mean (i) any and all costs of ownership, management, operation, repair and maintenance of the Building, including, without limitation, wages, salaries, professionals' fees, taxes, insurance premiums (including escrowed insurance payments paid by Landlord to any mortgagee of the Building) and amounts incurred by Landlord pursuant to insurance deductibles, benefits and other payroll burdens of all employees, Building management fee, maintenance, security and other services, Building management office rent or rental value, power, fuel, water, waste disposal, landscaping care, lighting, garbage removal, window cleaning, system maintenance, parking area care, and any and all other utilities, materials, supplies, maintenance, repairs, insurance applicable to the Building and Landlord's personal property and depreciation on personal property, reserves for non-budgeted repairs and replacement such as unforeseen and/or uninsurable casualty repairs, and (ii) the cost (amortized over such reasonable period as Landlord shall determine together with interest at the rate of twelve percent (12%) per annum on the unamortized balance) of any replacement and maintenance of roofs, mechanical equipment and parking areas, as well as reasonable reserves for such replacement costs. Landlord shall maintain accounting books and records in accordance with sound accounting principles. In determining the amount of Operating Expenses for any calendar year, (i) if less than one hundred percent (100%) of the Building shall have been occupied by tenants and fully used by them, Operating Expenses shall be increased to an amount equal to the like operating expenses which would normally be expected to be incurred had such occupancy been one hundred percent (100%) and had such full utilization been made during the entire period or (ii) if Landlord is not furnishing particular work or services (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional expense which would reasonably have been incurred during such period by Landlord had Landlord furnished such work or service to such tenant.

(2) The term "Taxes" shall mean the gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except for taxes for the following categories which shall be excluded from the definition of Taxes: any inheritance, estate, succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other amount required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner.

(3) Tenant shall pay Tenant's Share of Extraordinary Expenses within thirty (30) days after receipt of an invoice for same. Extraordinary Expenses are defined as expenses incurred by Landlord in connection with the operation, repair and maintenance of the Building that are not budgeted on an annual basis, and notwithstanding anything to the contrary in this Lease, Extraordinary Expenses shall not be deemed part of Operating Expenses.

(4) For a period of thirty (30) days after receipt of the reconciliation statement, Tenant shall have the right, upon advance notice, to visit Landlord's office in the Building during Business Hours, as hereafter defined, to inspect its books and records concerning the Overhead Rent after Tenant provides Landlord with written notice in the manner proscribed in the immediately following sentence. Tenant hereby agrees that the Overhead Rent from time to time computed by Landlord shall be final and binding for all purposes of this Lease unless, within thirty (30) days after Landlord provides Tenant with written notice of the amount thereof, Tenant provides Landlord with written notice (i) disputing the mathematical accuracy of such amount (the "Disputed Amount") (ii) designating a national accounting firm, or a regional, recognized accounting firm that is independent of Tenant and is approved by Landlord, at Tenant's sole cost and expense, to review the mathematical accuracy of the Disputed Amount with Landlord and/or its designated representatives and (iii) agreeing to be bound by all of the following requirements:

(a) Tenant's auditor will not be paid on a contingency basis.

(b) All information obtained through Tenant's audit shall be held in strict confidence and shall not be revealed to anyone except in connection with litigation between Landlord and Tenant regarding Operating Expenses. Compliance with these requirements shall be evidenced by a signed writing to be executed by Tenant's auditor prior to inspecting Landlord's books and records concerning Overhead Rent. Landlord shall have all rights allowed by law or equity if Tenant or any of its officers, agents or employees and/or its auditor violate the terms of this paragraph, including, without limitation, the right to terminate this Lease or the right to terminate Tenant's right to audit in the future pursuant to this Section. The obligations in this paragraph shall survive termination of this Lease.

Notwithstanding the foregoing, in order to preserve Tenant's right to dispute the Overhead Rent as set forth above, Tenant must pay the Disputed Amount to Landlord within the timeframe required under this Lease, otherwise Tenant's right to conduct an audit will be waived in such instance. Landlord hereby agrees, in the event it receives such notice from Tenant, to cooperate in promptly completing such review and promptly refunding any portion of the Disputed Amount which exceeds the amount actually due from Tenant. Notwithstanding anything herein to the contrary, Tenant's basis for objection regarding Operating Expenses shall be limited to increases in Operating Expenses for the Base Year. Tenant waives any right to object on any basis to Operating Expenses included in the Base Year.

C. *Late Charge.* Tenant covenants and agrees to pay a late charge in the amount equal to ten percent (10%) of the monthly rent due and Two Hundred Fifty and 00/100 (\$250.00) Dollars for any payment of Rent not received by Landlord on or before the date when same is due. Tenant shall also pay Landlord interest at a rate equal to eighteen percent (18%) per annum accruing on any Rent(s) outstanding. Tenant shall pay Landlord any such late charge(s) and interest within five (5) days after Landlord notifies Tenant of same.

  
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D. *Rent Taxes and Personal Property Taxes.* In addition to Base Rent and Overhead Rent, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any sales tax, tax on rentals and any other similar charges now existing or hereafter imposed, based upon the privilege of leasing the space leased hereunder or based upon the amount of rent collected therefor. Further, notwithstanding anything in this Lease to the contrary: (i) in no event shall Taxes include taxes levied or assessed against Tenant's personal property, furniture, fixtures or leasehold improvements, and instead, Tenant alone shall be responsible for all such taxes; and (ii) if any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture, fixtures or leasehold improvements and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

E. *Commencement other than First Day.* If Tenant's possession of the Premises commences on any day other than the first day of the month, Tenant shall occupy the Premises under the terms of this Lease and the pro rata portion of the Rent shall be paid by Tenant; provided, however, that in such an event the Commencement Date, for the purposes of this Lease, shall be deemed to be the first day of the month immediately following the month in which possession is given.

F. *Overhead Rent after Expiration Date.* Overhead Rent for the final months of this Lease is due and payable even though it may not be calculated until subsequent to the Expiration Date of the Lease. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit, as defined in the BLI Rider, in full or partial satisfaction of any Overhead Rent due for the final months of this Lease. If said Security Deposit is greater than the amount of any such Overhead Rent and there are no other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided herein. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved, of the liability for or the obligation to pay any Overhead Rent due for the final months of this Lease by reason of the provisions of this paragraph, nor shall Landlord be required first to apply said Security Deposit to such Overhead Rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

#### 4. SECURITY DEPOSIT; SECURITY INTEREST

A. *Security Deposit.* Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit set forth in the BLI Rider. Except as provided in the BLI Rider, this sum will be retained by Landlord as security for the payment by Tenant of the Rent and Additional Rent and for the faithful performance by Tenant of all the other terms and conditions of this Lease. In the event Tenant fails to faithfully perform the terms and conditions of this Lease, Landlord, at Landlord's option, may at any time apply the Security Deposit or any part thereof toward the payment of the Rent and/or Additional Rent and/or toward the performance of Tenant's obligations under this Lease; in such event, within five (5) days after notice, Tenant will deposit with Landlord cash sufficient to restore the Security Deposit to twice its original amount. The Security Deposit is not liquidated damages. Landlord shall have the right, at Landlord's discretion, to hold the Security Deposit until such time that a final determination is made of all obligations of Tenant under this Lease; provided, however, that such determination shall be made no later than one hundred twenty (120) days after the end of the calendar year in which the Lease Term expires or one hundred twenty (120) days after the end of the Operating Cost Year in which the Term expires, whichever is later. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before resorting to the Security Deposit. Landlord will not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account. If Landlord sells or otherwise conveys the Building, Landlord will deliver the Security Deposit or the unapplied portion thereof to the new owner. Tenant agrees that if Landlord turns over the Security Deposit or the unapplied portion thereof to the new owner Tenant will look to the new owner only and not to Landlord for its return upon expiration of the Lease Term. If Tenant assigns this Lease with the consent of Landlord, the Security Deposit will remain with Landlord for the benefit of the new tenant and will be returned to such tenant upon the same conditions, as would have entitled Tenant to its return.

B. *Security Interest.* In addition to any statutory lien granted to landlords under the laws of Florida, Landlord shall have, at all times, and Tenant hereby grants and agrees to grant Landlord a valid security interest to secure payment of all Base Rent, Overhead Rent and Additional Rent and all other sums payable under this Lease as Rent becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, equipment, fixtures, furniture, improvements, inventory, chattel, and other personal property of Tenant presently, or which may hereafter be situated within the Premises whether now owned or hereafter acquired, and all proceeds therefrom, including, without limitation, insurance proceeds, and all receivables derived in whole or part from business conducted by Tenant at the Premises (collectively "Personal Property"), and such Personal Property shall not, during any period a default exists, be removed from the Premises without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion, until all arrearages in Rent, as well as any and all other sums of money then due to Landlord hereunder, shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. In the event of a default by Tenant hereunder, Landlord may, in addition to any other remedies provided elsewhere herein or allowed by law, all of which are cumulative, enter upon the Premises and take possession of any and all Personal Property of Tenant situated within the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase such Personal Property unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least five (5) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the Personal Property (including, without limitation, reasonable attorneys' fees and legal expenses) shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law, and Tenant shall pay any deficiencies forthwith. Contemporaneous with the execution of this Lease, and, at any other time during the Lease Term if requested by Landlord, Tenant shall execute and deliver to Landlord Uniform Commercial Code financing statements in sufficient form so that when properly filed, the security interest hereby given shall thereupon be perfected. If requested hereafter by Landlord, Tenant shall also execute and deliver to Landlord Uniform Commercial Code financing statement change instruments in sufficient form to reflect any proper amendment or modification in or extension of the aforesaid contract lien and security interest hereby granted. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as applicable in Florida.

#### 5. USE

  
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Tenant will use and occupy the Premises solely for the operation of the business set forth in the BLI Rider and for no other use whatsoever. Tenant acknowledges that its type of business, as above specified, is a material consideration for Landlord's execution of this Lease. Tenant will not commit waste upon the Premises nor suffer or permit the Premises or any part of them to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises or the Building, which would: (i) violate any law or requirement of public authorities, (ii) cause injury to the Building or any part thereof, (iii) annoy or offend other tenants or their patrons or interfere with the normal operations of HVAC, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein, (iv) constitute a public or private nuisance, or (v) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease. Tenant agrees and acknowledges that Tenant shall be responsible for obtaining any special amendments to the certificate of occupancy for the Premises and/or the Building and any other governmental permits, authorizations or consents required solely on account of Tenant's use of the Premises. Tenant will at all times maintain a level of air conditioning in the Premises (not greater than 78° Fahrenheit) as Landlord reasonably deems sufficient to prevent mildew and/or damage to the Premises.

## 6. ACCEPTANCE OF PREMISES; LANDLORD'S WORK

Tenant accepts the Premises in its as-is condition and acknowledges that Landlord has no obligation to perform any renovation or improvement of the Premises or contribute to the cost thereof except for Landlord's Work described in the BLI Rider. All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance by Landlord; and at the expiration of this Lease (either on the Termination Date or upon such earlier termination as provided in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant. All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease, and provided further, that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures and apparatus. As used herein, "Substantial Completion" shall mean that Landlord's Work has been completed but for "punch list" items that do not prevent Tenant from occupying the Premises. Landlord shall, subject to Tenant Delays and any other cause beyond Landlord's reasonable control, use due diligence to complete Landlord's Work as soon as may be practicable, but Landlord shall not be liable in any manner whatsoever for its failure to do so by any particular date. Landlord's Work shall be deemed completed and satisfactory in all respects except for any such "punch list" items identified in writing by Tenant during a walk-through inspection of the Premises prior to Tenant occupying same. As used in the Lease, the "Commencement Date" shall be the earliest of the following: (a) the date of Substantial Completion; (b) the date on which Tenant takes possession of the Premises; and (c) the date that Substantial Completion would have occurred but for any Tenant Delay as determined by Landlord in its reasonable discretion. As used herein, Tenant Delay means any delay in the completion of Landlord's Work that is caused by or attributable to Tenant, including without limitation, the following: Tenant's failure to respond to requests for information or to furnish plans, drawings, and specifications as required by Landlord for it to perform Landlord's work, within a time period established by Landlord; or the failure of Tenant to approve of Landlord's estimate of Tenant's Extra Cost within two (2) days after Landlord's advice to Tenant of same; or the failure of Tenant or any of its consultants or agents to fully respond within 3 business days to requests of Landlord or any of its consultants or agents for input and/or information; any delays resulting from the disapproval by Landlord of all or a portion of Tenant's revised plans and specifications as resubmitted after initial submission; any delays resulting from Tenant's request for changes to the scope of Landlord's Work; any materials, finishes or installations that are part of Landlord's Work which are not available as needed to meet Landlord's schedule for substantial completion of Landlord's Work at the time Landlord is ready to install same; or entry into the Premises prior to completion of Landlord's Work by Tenant or any employee, agent or contractor of Tenant.

## 7. PARKING

Tenant shall have the non-exclusive privilege to use, and to permits agents, employees, and invitees to use parking areas in common with the other Tenants in the Building from time to time, subject to the following conditions: (A) Landlord has made no representations or warranties with respect to the parking area, to the number of spaces located therein or access thereto; (B) Landlord reserves the right to reduce the number of spaces in or provide reserved spaces in, the parking area and/or change access thereto, provided that some manner of reasonable access to the parking area remains after such change, and either of the foregoing shall not entitle Tenant to any claim against Landlord or to any abatement of rental (or any part thereof); (C) Landlord has no obligation to provide a parking lot attendant: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or access thereto; (ii) Landlord reserves the right to reduce the number of spaces in the parking area by not more than ten percent (10%) of the then number of parking area spaces in the parking area and/or change access thereto; and none of the foregoing shall entitle Tenant to any claim against Landlord or to any abatement of Rent (or any part thereof); (iii) Landlord has no obligation to provide a parking attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same.

## 8. UTILITY SERVICES

A. *General.* The Tenant shall pay directly all charges for electric, telephone and any other utilities used or consumed in the Premises, which shall at Tenant's expense be separately metered to the Premises. If the nature of Tenant's business requires use of any utility service that is master metered to the Building in excess of a normal eight (8) hour business day or in excess of the normal demand or usage of a similar facility in the same municipality as that in which the project is located, Landlord may require, at its sole discretion, that such services be individually metered to the Tenant's Premises, and Tenants, in that case, shall pay all costs associated with individually metering the utilities supplied to Tenant's Premises. For the purposes of this Lease, if Tenant in any month uses in excess of one hundred and ten percent (110%) of the average water used per square foot by all tenants in the Building ("Average Usage"), all gallons of water used above Average Usage shall be considered in excess of normal water and sewer usage and Tenant shall pay Landlord for all such excess usage for both sewer and water on a monthly basis, immediately upon receipt of an invoice from Landlord. If Tenant requires utility services in addition to or in excess of those currently provided to the Premises, Tenant shall pay all costs of bringing such services to the Premises and for the use of such services, but Tenant shall not bring additional utilities or utility services to the Premises without the express written consent of Landlord.

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B. *Interruption of Services.* It is understood and agreed that Landlord does not warrant that any of the services referred to above will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made, or by reason of operation of law, or other causes beyond the control of Landlord. No such interruption or discontinuance of service will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or abatement of Rent or relieve Tenant from the responsibility of performing any of Tenant's obligations under this Lease.

## 9. SECURITY

It is hereby agreed by both parties that security of the Premises is the sole responsibility of the Tenant and that the Landlord has no liability for breach of security to the Premises. Tenant may at Tenant's expense install a security system to the Premises; provided, however, that Tenant, in addition to access otherwise required hereunder, will provide Landlord adequate access to the Premises in case of emergencies particularly regarding Premises that contain fire sprinkler risers and equipment. All repairs required to the Premises caused by security breaches are the responsibility of the Tenant; however, Landlord may elect to effect such repairs, if appropriate to insure continued security, protection of property, or safety of life. The cost of such repairs shall be Additional Rent.

## 10. REPAIRS, MAINTENANCE AND UTILITIES

A. *Landlord's Responsibilities.* During the Lease Term, Landlord shall define, set, and maintain the level of repairs and maintenance for the Building, the Common Areas, and all other areas serving the Building, in a manner comparable to office buildings of similar quality to and in the immediate geographic area of the Building. Landlord's responsibilities with respect to this paragraph are as follows: (1) the structural and roof systems of the Building and parking garage(s), (2) the Building standard electrical and mechanical systems, (3) the primary water and sewer systems of the Building, (4) the Building Common Areas and the common area furniture, fixtures, and equipment, (5) the landscaped areas in and about the Building, (6) the parking lot(s), and (7) replacement of Building standard fluorescent light bulbs in the Common Areas.

B. *Tenant's Responsibilities.* During the Lease Term, Tenant will perform all needed repair, maintenance and replacement of the following at Tenant's expense (including without limitation maintaining the fire rating of the following):

(1) All walls (including attachments thereto) inside or forming part of the Premises (however, Tenant is not responsible for the structural integrity of any load-bearing walls nor is Tenant responsible for the surface condition, including attachments thereto, of the side of any demising wall that is not inside the Premises); all doors (including door frames) inside and/or providing access to the Premises; all elements of the storefront of the Premises (however, Tenant is not responsible for the structural integrity of any load-bearing elements of the storefront); and all windows (including plate glass and window frames).

(2) The electrical and mechanical systems not considered Building standard exclusively serving the Premises, regardless of whether installed by Landlord or Tenant and whether located inside or outside of the Premises. The following examples are for clarification and are not all inclusive: (a) electrical services for computers or similar items, (b) projection room equipment such as dimmers, curtains, or similar items, (c) water closet plumbing, kitchen plumbing or similar items, (d) HVAC for other than comfort cooling in the Premises, (e) security systems for the Premises, (f) telephone system for the Premises; and (g) other similar systems exclusively serving the Premises.

(3) The repair and maintenance of the floor covering of the Premises, including VCT flooring, carpeting, ceramic tiles, marble, wood flooring, or similar coverings, shall be performed by Landlord upon Tenant's request, at Tenant's expense, and Tenant will be billed for same as Additional Rent.

(4) All cabinets and millwork (regardless of ownership) so long as said cabinets and millwork are for the exclusive use and benefit of Tenant.

(5) All other personal property, improvements, furniture or fixtures, except any of same expressly designated in this Lease as those which Landlord shall maintain. Those items to be repaired and maintained by Tenant include, but are not limited to, the following: (a) ceiling tiles and ceiling grid, (b) molding or other woodwork and paneling, (c) light fixtures and bulbs, (d) draperies, blinds or wallhangings, (e) glass partition walls, (f) water closets and kitchen areas, (g) doors and locksets, (h) vaults, safes, or secured areas and (i) files and file cabinets. For the aforesaid items, Landlord may elect, with Tenant's approval (which approval will not be unreasonably withheld) to maintain and repair same at Tenant's expense and Tenant will be billed for same as Additional Rent. However, in no event shall Landlord be obligated to maintain, repair or replace any files, file cabinets or vaults within the Premises.

(6) All windows and window frames.

(7) It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its Lease obligations.

C. *Repairs and Maintenance; Miscellaneous.* Notwithstanding anything to the contrary in this Lease, Landlord shall have no responsibility to repair or maintain the Building, any of its components, the Common Areas, the Premises, or any fixture, improvement, trade fixture, or any item of personal property contained in the Building, the Common Areas, and/or the Premises if

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such repairs or maintenance are required because of the occurrence of any of the following: (i) the acts, misuse, improper conduct, omission or neglect of Tenant or Tenant's Agents, or (ii) the conduct of business in the Premises. Should Landlord elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Tenant shall pay as Additional Rent all such costs and expenses incurred by Landlord including a 10% fee to reimburse Landlord for overhead and administrative costs and expenses incurred in connection with any such repairs or maintenance. Landlord shall have the right to approve in advance all work, repair, maintenance or otherwise, to be performed under this Lease by Tenant and all of Tenant's repairmen, contractors, subcontractors and suppliers performing work or supplying materials. Tenant shall be responsible for all permits, inspections and certificates for accomplishing the above. Tenant shall obtain lien waivers for all work done in or to the Premises.

D. *Janitorial.* Landlord may elect to provide janitorial services to certain rentable portions of the Building which may include the Premises, in which case Tenant shall reimburse Landlord on a monthly basis as Additional Rent for Tenant's pro rata share of the cost of such janitorial services. For purposes of such janitorial costs, Tenant's pro rata share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the total Rentable Area within the Building for which such janitorial services are provided by Landlord.

## 11. TENANT'S ALTERATIONS

A. *General.* Tenant will make no alterations, additions or improvements in or to the Premises or the Building, of any kind or nature, including, but not limited to, alterations, additions or improvements in, to, or on, telephone or computer installations (any and all of such alterations, additions or improvements are collectively referred to in this Lease as the "Alteration(s)"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall submit to Landlord detailed drawings and plans of the proposed alterations at the time Landlord's consent is sought. Should Landlord consent to any proposed Alterations by Tenant, such consent will be conditioned upon Tenant's agreement to comply with all requirements established by Landlord, including safety requirements and the matters referenced in Section 21 of this Lease. As stated herein, all Alterations made hereunder will become Landlord's property when incorporated into or affixed to the Building. However, at Landlord's option Landlord may, at the expiration of the Lease Term, require Tenant, at Tenant's expense, to remove Alterations made by or on behalf of Tenant and to restore the Premises to their original condition.

B. *Alteration Fee.* In the event Landlord reasonably deems it necessary to retain an outside consultant to review plans and specifications of Tenant's Alterations or supervise construction thereof, Tenant shall reimburse Landlord for its reasonable out-of-pocket costs and expenses of same.

## 12. LANDLORD'S ADDITIONS AND ALTERATIONS

Landlord has the right to make changes in and about the Building and parking areas, including, but not limited to, signs, entrances, address or name of Building. Such changes may include, but not be limited to, rehabilitation, redecoration, refurbishment and refixturing of the Building and expansion of or structural changes to the Building. The right of Tenant to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Landlord's actions pursuant to this paragraph so long as such actions do not materially deprive Tenant of its use and enjoyment of the Premises.

## 13. ASSIGNMENT AND SUBLetting

A. *Landlord's Consent Required.* Except as provided below with respect to assignment of this Lease following Tenant's bankruptcy, Tenant will not effect a transfer without first obtaining the consent of Landlord, which consent Landlord shall not unreasonably withhold provided that all of the requirements of paragraph B. of this Section 13 are satisfied. As used in this Section 13, any of the following shall be deemed to be a transfer: assignment of this Lease, in whole or in part; sublet of all or any part of the Premises; any license allowing anyone other than Tenant to use or occupy all or any part of the Premises; a pledge or encumbrance by mortgage or other instrument of Tenant's interest in this Lease; any transfer of corporate shares as described in paragraph C. of this Section 13; or any transfer of partnership interest as described in paragraph D. of this Section 13. Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent transfer. In lieu of approving any transfer, Landlord may elect to terminate this Lease as to the portion of the Premises affected by such transfer (together with such additional portion of the Premises needed by Landlord to render the terminated portion marketable) by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. Tenant's allotted parking spaces shall be proportionately reduced based on the amount of space recaptured by Landlord. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

B. *Conditions for Transfer Approval.* The parties recognize that this Lease and the Premises are unique, and that the nature and character of the operations within and management of the Premises are important to the success of the Building. Accordingly, Landlord shall be entitled to arbitrarily withhold its consent to any transfer, unless all of the following conditions are satisfied, in which event, Landlord agrees that it shall not unreasonably withhold its consent to the transfer in question:

(1) In Landlord's reasonable judgment, the proposed assignee or subtenant or occupant is engaged in a business or activity, which (a) is in keeping with the then standards of the Building, (b) is limited to the permitted use of the Premises as limited by this Lease, and (c) will not violate any negative covenant as to use contained in any other lease in the Building;

(2) The proposed assignee or subtenant or occupant is a reputable person of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof (such proof consisting of not less than three audited financial statements for the three-year period preceding the proposed transfer);

(3) The form of the proposed sublease or instrument of assignment or occupancy shall be reasonably satisfactory to Landlord, and shall comply with the applicable provisions of this Paragraph:

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(4) The proposed assignee or subtenant or occupant is not already an occupant of the Building or tenant under lease with Landlord.

(5) The proposed subtenant or assignee or occupant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of the State of Florida.

(6) Such transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/ transfer document;

(7) Tenant shall pay to Landlord a transfer fee of One Thousand Five Hundred Dollars (\$1,500.00) prior to the effective date of the transfer in order to reimburse Landlord for all of its internal costs and expenses incurred with respect to the transfer, including, without limitation, costs incurred in connection with the review of financial materials, meetings with representative of transferor and/or transferee and preparation, review, approval and execution of the required transfer documentation, and, in addition, Tenant shall reimburse Landlord for any out-of-pocket costs and expenses incurred with respect to such transfer;

(8) As of the effective date of the transfer and continuing throughout the remainder of the Term, the Base Rent shall not be less than the Base Rent set forth in the BLI Rider;

(9) Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including but not limited to, payment of Rental due under this Lease;

(10) Tenant's guarantor shall continue to remain liable under the terms of the Guaranty of this Lease and, if Landlord deems it necessary, such guarantor shall execute such documents necessary to insure the continuation of its guaranty;

(11) Tenant shall give notice of a requested transfer to Landlord, which notice shall be accompanied by (a) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be at least 60 days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (c) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial report and (d) such other information as Landlord may reasonably request.

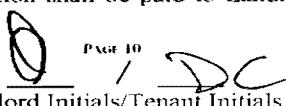
(12) The proposed assignee or subtenant or occupant is not an existing tenant of the Building, nor is the proposed assignee or subtenant affiliated with an existing tenant or the Building, nor are any officers, directors or employees of the proposed assignee or subtenant or occupant employed by or affiliated with any existing tenant or the Building or any affiliate of such existing tenant.

C. *Transfer of Corporate Shares or Membership Interests.* If Tenant is a corporation other than a corporation the outstanding voting stock of which is listed on a "national securities exchange" as defined in the Securities Exchange Act of 1934, or if Tenant is a limited liability company, and if at any time after execution of this Lease any part or all of the corporate shares or membership interests shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation or limited liability company by the person(s) now owning a majority of said corporate shares or membership interests, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

D. *Transfer of Partnership Interests.* If Tenant is a general or limited partnership and if at any time after execution of this Lease any part or all of the interests in the capital or profits of such partnership or any voting or other interests therein shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings, and also including, but not limited to, any adjustment in such partnership interests) so as to result in a change in the present control of said partnership by the person or persons now having control of same, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall be not less than sixty (60) days after the date of such notice. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

E. *Acceptance of Rent from Transferee.* The acceptance by Landlord of the payment of Rent following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

F. *Additional Provisions Respecting Transfers.* If Landlord shall consent to any Transfer, Tenant shall in consideration therefor, pay to Landlord as Additional Rent an amount equal to the Transfer Consideration. For purposes of this paragraph, the term Transfer Consideration shall mean in any Lease Year (i) any rents, additional charges or other consideration payable to Tenant by the transferee of the Transfer which is in excess of the Base Rent and Overhead Rent accruing during such Lease Year, (ii) all sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property in excess of the fair market sale or rental value thereof as of the date of the Transfer and (iii) all sums paid for services provided by Tenant to the transferee (including, without limitation, secretarial, word processing, receptionist, conference rooms, and library) in excess of the fair market value of such services. The Transfer Consideration shall be paid to Landlord as and when paid by the transferee to Tenant.

  
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Landlord shall have the right to audit Tenant's books and records upon reasonable notice to determine the amount of Transfer Consideration payable to Landlord. In the event such audit reveals an understatement of Transfer Consideration in excess of five percent (5%) of the actual Transfer Consideration due Landlord, Tenant shall pay for the cost of such audit within ten (10) days after Landlord's written demand for same.

#### 14. TENANT'S INSURANCE COVERAGE

A. *General.* Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents should then use or occupy any portion of the Premises), it will keep in force, with an insurance company licensed to do business in the State of Florida, and at least A-rated in the most current edition of Best's Insurance Reports and acceptable to Landlord, (a) without deductible, comprehensive general liability insurance, including coverage for bodily injury and death, property damage and personal injury, contractual liability and fire damage legal liability as referred to below, in the amount of not less than the amount set forth in the BLI Rider, combined single limit per occurrence for injury (or death) and damages to property, (b) with deductible of not more than Five Thousand Dollars (\$5,000.00), insurance on an "All Risk or Physical Loss" basis, including sprinkler leakage, vandalism, malicious mischief, fire and extended coverage, covering the Premises, all Alterations and improvements to the Premises, fixtures, furnishings, removable floor coverings, equipment, signs and all other decoration or stock in trade, in the amounts of not less than the full replacement value thereof, and (c) automobile liability insurance for all business vehicles of Tenant used from time to time within the Project. Such policies will: (i) include Landlord, Landlord's management company (currently Danburg Management Corporation) and such other parties as Landlord may reasonably designate as additional insureds and loss payee, (ii) be considered primary insurance to any policies issued to the Landlord, (iii) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under paragraph 19, and (v) contain Waiver of Subrogation Clauses under the policies described in (b) and (c) above, and the worker's compensation policy described below, and (vi) provide that it may not be cancelled or changed without at least thirty (30) days prior written notice from the company providing such insurance to each party insured thereunder. Tenant will also maintain throughout the Lease Term worker's compensation insurance with not less than the maximum statutory limits of coverage and employers liability insurance with the limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) by disease and One Million Dollars (\$1,000,000) each employee.

B. *Evidence.* The insurance coverages to be provided by Tenant will be for a period of not less than one year. At least fifteen (15) days prior to the Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance evidencing the coverage and terms that are described in paragraph A above; thereafter, at least fifteen (15) days prior to the expiration of any policy Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring.

#### 15. LANDLORD'S INSURANCE COVERAGE

A. *General.* Landlord will at all times during the Lease Term maintain a policy or policies of insurance insuring the Building against loss or damage by fire, explosion or other hazards and contingencies typically covered by insurance for an amount acceptable to the mortgagees encumbering the Building. Landlord reserves the right to self-insure in lieu of maintaining such policies..

B. *Tenant's Acts.* Tenant will not do or permit anything to be done upon or bring or keep or permit anything to be brought or kept upon the Premises, which will increase Landlord's rate of insurance on the Building. If by reason of the failure of Tenant to comply with the terms of this Lease, or by reason of Tenant's occupancy (even though permitted or contemplated by this Lease), the insurance rate shall at any time be higher than it would otherwise be, Tenant will reimburse Landlord for that part of all insurance premiums charged because of such violation or occupancy by Tenant. Tenant agrees to comply with any requests or recommendation made by Landlord's insurance underwriter inspectors.

#### 16. WAIVER OF RIGHT OF RECOVERY

A. *General.* In the event of any damage to the Premises (Premises as used herein shall include all personal property and equipment belonging to Tenant as well as Alterations, improvements and betterments made by Tenant to the Premises), Tenant agrees to look solely to, and to seek recovery from, its own insurance carrier(s), and Tenant hereby releases and waives all right of recovery against the Landlord and the Landlord Parties, including Landlord's insurance carriers, by way of subrogation or otherwise. In the event of any damage to the Building or the Project which is caused by Tenant or for which Tenant is otherwise liable, Landlord, at its sole option, may pursue recovery from the Tenant or its insurance carrier(s), but if Tenant carries insurance with such companies, coverages and amounts not less than what is required of Tenant in Section 14 of this Lease, then Landlord agrees to limit its recovery against Tenant to the amount of the insurance proceeds payable by Tenant's insurance. If Landlord does not elect to pursue recovery from the Tenant or its insurance carrier(s) as described herein, then Landlord may seek recovery from its own insurance carrier(s) in which event Landlord's insurance carrier(s) may pursue subrogation against Tenant for amounts not exceeding what is required to be carried by Tenant in Section 14 of this Lease or what is actually carried, whichever is greater. Notwithstanding anything herein to the contrary, this Section 16.A. does not, and shall not limit Tenant's liability under Section 39 of this Lease, or under Section 19 of this Lease for claims other than damage to the Premises that may be made against Landlord or any Landlord Parties by any third party or any person claiming by, through or under Tenant. As used in this Section 16.A., "Damage" means any loss, destruction, injury or other damage, and "Landlord Parties" means any officers, directors, partners, employees, or agents of Landlord.

B. *Exclusions.* Tenant acknowledges that Landlord will not carry insurance on improvements, furniture, furnishings, trade fixtures, equipment installed in or made to the Premises by or for Tenant, and Tenant agrees that Tenant, and not Landlord, will be obligated to promptly repair any damage thereto or replace the same.

#### 17. DAMAGE OR DESTRUCTION BY CASUALTY

A. *Repair Estimate.* If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Landlord shall use good faith efforts to deliver to Tenant within one hundred eighty (180) days after such Casualty a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.



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B. *Tenant's Rights.* If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

C. *Landlord's Rights.* If a Casualty damages the Premises or a material portion of the Building and: (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and such damage occurs during the last two (2) years of the Term; (3) regardless of the extent of damage to the Premises, Landlord makes a good faith determination that restoring the Building would be uneconomical; or (4) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within sixty (60) days after the Damage Notice has been delivered to Tenant.

D. *Repair Obligation.* If neither party exercises its right as stated herein to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any Alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Section, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all Alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

E. *Abatement of Rent.* If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless Tenant or any agent, employee, contractor or invitee of Tenant caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

## 18. CONDEMNATION AND EMINENT DOMAIN

A. *Absolute Right to Terminate.* If all or a material part of the Premises or the Building is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the Rent and Additional Rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Tenant will have no claim to the condemnation award.

B. *Obligation to Restore.* In the event an immaterial part of the Premises or the Building is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subsection A above, then Landlord shall, subject to the remaining provisions of this Section, at Landlord's expense, restore the Premises to the extent necessary to make them reasonably tenantable. The Rent and Additional Rent payable under this Lease during the unexpired portion of the Lease Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award with respect to the leasehold estate but, in a subsequent, separate proceeding, may make a separate claim for trade fixtures installed in the Premises by and at the expense of Tenant and Tenant's moving expense. In no event will Tenant have any claim for the value of the unexpired Lease Term.

C. *Qualifications.* Notwithstanding the foregoing, Landlord's obligation to restore exists (i) only if and/or to the extent, that the condemnation or similar award received by Landlord is sufficient to compensate Landlord for its loss and its restoration costs and/or (ii) the area unaffected by the condemnation or similar proceeding may, as determined by Landlord's reasonable business judgment, be restored as a profitable, and self functioning unit.

## 19. LIMITATION OF LANDLORD'S LIABILITY; INDEMNIFICATION

A. *Personal Property.* All personal property placed or moved into the Building will be at the sole risk of Tenant or other owner. Landlord will not be liable to Tenant or others for any damage to person or property arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any act or omission of any covenant or occupant of the Building or of any other person, or otherwise.

B. *Limitations.* Notwithstanding any contrary provision of this Lease: (i) Tenant will look solely (to the extent the required insurance coverage is not applicable) to the interest of Landlord (or its successor as Landlord hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or its successor or of Landlord's managing agent (including any beneficial owners, partners, corporations and/or others affiliated or in any way related to Landlord or such successor or managing agent) and Landlord has no personal liability hereunder of any kind, and (ii) Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) will be an action for declaratory judgment and/or specific performance.

C. *Indemnity.* Tenant agrees to indemnify, defend and hold harmless Landlord and Landlord's employees, officers, directors and agents ("Landlord's Agents") from and against all claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, including appellate proceedings and bankruptcy proceedings, incurred or suffered by Landlord and arising from or in any way connected with the Premises or the use thereof or any acts, omissions, neglect or fault of Tenant or any of Tenant's Agents, including, but not limited to, any breach of this Lease or any death, personal injury or property damage occurring in or about the Premises or the Building. Tenant will reimburse Landlord upon request for all costs incurred by Landlord in the interpretation and enforcement of any provisions of this Lease and/or the collection of any sums due

to Landlord under this Lease, including collection of agency fees, and reasonable attorneys' fees and costs, regardless of whether litigation is commenced, and through all appellate actions and proceedings, including bankruptcy proceedings, if litigation is commenced. The foregoing claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses shall include but not be limited to any of same arising from Tenant's failure to comply with any of the requirements of Americans with Disabilities Act ("ADA") within the Premises.

## 20. RELOCATION OF TENANT

Tenant and Landlord agree that Landlord shall have the right at any time during the term hereof, upon giving Tenant not less than sixty (60) days prior written notice, to provide and furnish Tenant with space elsewhere in the Building of approximately the same size as the Premises and remove and place Tenant in such space, with Landlord to pay all reasonable cost and expense incurred as a result of such relocation of Tenant. Should Tenant breach this relocation obligation either prior to or by the end of said sixty (60) day period, then Landlord shall have the right to cancel and terminate this Lease and Tenant's right to possession of the Premises, effective ninety (90) days from the date of original relocation notification by Landlord, in addition to all rights and remedies available to Landlord under the Lease. Such termination of the Lease shall be effective upon delivery of written notice from Landlord to Tenant stating the effective termination date. If Landlord moves Tenant to such new space, this Lease and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the Premises as though Landlord and Tenant had entered into an express written amendment of this Lease with respect thereto; in such event, Tenant's Share as set forth in Section 3 shall be adjusted according to the approximate floor area of the new Premises.

## 21. COMPLIANCE WITH LAWS AND PROCEDURES

A. *Compliance.* Tenant, at its sole cost, will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims or liability arising from the performance of the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Landlord based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney's fees, expenses, and liabilities incurred by Landlord in the defense of any such claim. Landlord shall defend any such claim at Tenant's expense by counsel selected by Landlord.

B. *Radon.* In accordance with Florida Law, the following disclosure is hereby made: *RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.*

## 22. RIGHT OF ENTRY

Landlord and its agents will have the right to enter the Premises during all reasonable hours to make necessary repairs to the Premises. In the event of an emergency, Landlord or its agents may enter the Premises at any time, without notice, to appraise and correct the emergency condition. Said right of entry will, after reasonable notice, likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord or its agents will have the right to exhibit the Premises at any time to prospective tenants within one hundred and eighty days (180) before the Expiration Date of the Lease.

## 23. DEFAULT

A. *Events of Default By Tenant.* Each of the following occurrences shall be an "Event of Default":

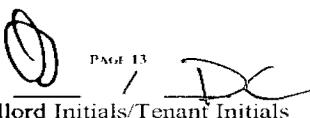
(1) Tenant's failure to pay Rent on its due date and such failure continues for three (3) days after Landlord notifies Tenant of such failure; provided, however, Landlord shall not be required to give such notice more than twice in any twelve (12) month period, and after two such notices in any twelve (12) month period, Tenant's failure to make any payment of Rent on its due date shall automatically and without any notice to Tenant be deemed an Event of Default.

(2) Tenant's failure to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as and when required by this Lease.

(3) Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by this Lease.

(4) Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of ten (10) calendar days or more after Landlord has delivered to Tenant written notice thereof (except that if such failure is of a nature that it cannot be completely cured within said ten (10) day period and steps have been diligently commenced to cure or remedy it within such ten (10) day period and are thereafter pursued with reasonable diligence and in good faith, in which case Tenant shall have such additional time as is reasonably needed to cure such failure); and

(5) The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section, any guarantor of Tenant's obligations hereunder): (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) calendar days after the filing thereof.

  
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B. *Landlord's Default.* If Tenant asserts that Landlord has failed to meet any of its obligations under this Lease, Tenant shall provide written notice ("Notice of Default") to Landlord specifying the alleged failure to perform, and Tenant shall send by certified mail, return receipt requested, a copy of such Notice of Default to any and all mortgage holders, provided that Tenant has been previously advised of the address(es) of such mortgage holder(s). Landlord shall have a thirty (30) day period after receipt of the Notice of Default in which to commence curing any non-performance by Landlord, and Landlord shall have as much time thereafter to complete such cure as is necessary so long as Landlord's cure efforts are diligent and continuous. If Landlord has not begun the cure within thirty (30) days of receipt of the Notice of Default, or Landlord does not thereafter diligently and continuously attempt to cure, then Landlord shall be in default under this Lease. If Landlord is in default under this Lease, then the mortgage holder(s) shall have an additional thirty (30) days, after receipt of a second written notice from Tenant, within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary so long as their efforts are diligent and continuous.

#### 24. LANDLORD'S REMEDIES FOR TENANT'S DEFAULT

A. *Landlord's Remedies.* Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions

(1) Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of: (1) all Rent accrued hereunder through the date of termination; and (2) all amounts due under Section 24.B.;

(2) Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord: (1) all Rent and other amounts accrued hereunder to the date of termination of possession; (2) all amounts due from time to time under Section 24.B; and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this Section 24.A, Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall not have, and Tenant hereby waives, any Landlord obligation to relet the Premises or otherwise attempt to mitigate its damages; and in the event Landlord in its sole discretion attempts to relet the Premises, (i) such reletting shall be on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises), (ii) Landlord shall not be obligated to expend funds in connection with reletting the Premises, nor to relet the Premises before leasing other portions of the Building, and (iii) Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 24.A(2). If Landlord elects to proceed under this Section 24.A, it may at any time elect to terminate this Lease under Section 24.B; and/or

(3) With or without notice, and to the extent permitted by Law, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

#### B. Payment by Tenant; Non-Waiver; Cumulative Remedies.

(1) Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Premises; (2) removing and storing Tenant's or any other occupant's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant; (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting); (5) performing Tenant's obligations which Tenant failed to perform; and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by Law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(2) Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(3) Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity; (2) shall be cumulative; and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

#### 25. LANDLORD'S RIGHT TO PERFORM FOR TENANT'S ACCOUNT

If Tenant fails to observe or perform any term or condition of this Lease within the grace period, if any, preceding an Event of Default applicable thereto, then Landlord may immediately or at any time thereafter perform the same for the account of Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Tenant's account (including reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through appeal), the sums paid or obligations incurred, with interest at eighteen percent (18%) per annum, will be paid by Tenant to Landlord within ten (10) days after rendition of a bill or statement to Tenant. In the event Tenant in the performance or

   
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non-performance of any term or condition of this Lease should cause an emergency situation to occur or arise within the Premises or in the Building, Landlord will have all rights set forth in this paragraph immediately without the necessity of providing Tenant any advance notice.

## 26. LIENS

A. *General.* In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, no interest of Landlord whether personally or in the Premises, or in the underlying land or Building of which the Premises are a part or the leasehold interest aforesaid shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges that Tenant, with respect to improvements or alterations made by Tenant or caused to be made by Tenant hereunder, shall promptly notify the contractor making such improvements to the Premises of this provision exculpating Landlord's liability for such liens.

B. *Default.* Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building or the Premises or this leasehold, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's Agents, Tenant will discharge same of record within ten (10) days after the filing thereof, failing which Tenant will be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request Tenant will reimburse Landlord for all costs and expenses so incurred by Landlord plus interest thereon at the rate of eighteen percent (18%) per annum.

## 27. NOTICES

Notices to Tenant under this Lease will be addressed to Tenant and mailed or delivered to the address set forth for Tenant in the BLI Rider. Notices to Landlord under this Lease (as well as the required copies thereof) will be addressed to Landlord (and its agents) and mailed or delivered to the address set forth in the BLI Rider. Notices will be personally delivered or given by registered or certified mail, return receipt requested. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by mail will be deemed to have been given forty-eight (48) hours after the time said properly addressed notice is placed in the mail. Each party may change its address from time to time by written notice given to the other as specified above.

## 28. ENCUMBRANCES

This Lease and Tenants rights hereunder shall at all times be subordinate and subject to any mortgages, deeds of trust, major leases, ground leases, or an other encumbrances, now or hereafter affecting the Building. Tenant agrees in the event of any act or omission by Landlord which would otherwise give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right (i) until it has notified in writing the holder of such mortgage or encumbrances which at the time shall be in a lien on or encumber the Premises of such act or omission; (ii) until thirty (30) days shall elapsed following the giving of such notice and such holder shall not commenced and continued, with reasonable diligence, to remedy such act or omission or to cause the same to be remedied. During the period between the giving of such notice and the remedying of such act or omission, the rental herein recited shall be abated or apportioned to the extent that any part of the Premises shall be untenantable. If such mortgage is foreclosed, or if the Building is conveyed to the mortgagee or its designee in lieu of foreclosure, then upon request of the mortgagee, Tenant shall attorn to the purchaser at any foreclosure sale there under or to the grantees of such conveyance, and Tenant shall execute and deliver such instruments or agreements as may, in the judgment of such purchaser or grantee be necessary or appropriate to evidence such attornment. Tenant agrees that within seven (7) days after request by Landlord or any mortgagee of the Project, Tenant will execute, acknowledge and deliver to the Landlord and/or the mortgagee an estoppel letter in form and substance satisfactory to Landlord and/or the mortgagee (as prepared by Landlord), setting forth such information as Landlord and/or the mortgagee may require including status of this Lease and/or the Premises. If for any reason Tenant does not timely comply with the provisions of this paragraph, Tenant will be deemed to have confirmed all matters set forth in the estoppel letter prepared by Landlord.

## 29. (INTENTIONALLY DELETED)

## 30. TRANSFER BY LANDLORD

If Landlord's interest in the Building terminates by reason of a bona fide sale or other transfer, Landlord will, upon transfer of the Security Deposit to the new owner, thereupon be released from all further liability to Tenant under this Lease. At the expiration or termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Premises and make known to Landlord the location and combination of all safes, locks and similar items.

## 31. SURRENDER OF PREMISES; HOLDING OVER

A. *Surrender.* Tenant agrees to surrender the Premises to Landlord on the Expiration Date (or sooner termination of the Lease Term pursuant to other applicable provisions hereof) in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear, and damage by fire and windstorm excepted.

B. *Restoration.* In all events, Tenant will promptly restore all damage caused in connection with any removal of Tenant's personal property. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs if any) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

C. *Removal.* Upon expiration of the Lease Term, Tenant will not be required to remove from the Premises Building standard items, all of such Building standard items are the property of Landlord.

D. *Holdover.* If Tenant shall be in possession of the Premises after the expiration of the Term, in the absence of any agreement extending the Term, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days' prior notice, and shall be subject to all of the terms and conditions of this Lease as though the Term had been

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extended from month to month, except that (i) the Base Rent payable hereunder for each month during said holdover period shall be equal to the greater of twice the monthly installment of Base Rent payable during the last month of the Term and two hundred percent (200%) of the prevailing rental rate in the Building for similar space, and (ii) there shall be no proration of any Rent for any period less than a month during the holdover period. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

**E. No Surrender.** No offer of surrender of the Premises, by delivery to Landlord or its agent of keys to the Premises or otherwise, will be binding on Landlord unless accepted by Landlord, in writing, specifying the effective surrender of the Premises. At the expiration or termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Premises and make known to Landlord the location and combinations of all locks, safes and similar items. No receipt of money by Landlord from Tenant after the Expiration Date (or sooner termination) shall reinstate, continue or extend the Lease Term, unless Landlord specifically agrees to same in writing signed by Landlord at the time such payment is made by Tenant.

### **32. NO WAIVER; CUMULATIVE REMEDIES**

**A. No Waiver.** No waiver of any provision of this Lease by either party will be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease or otherwise are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the use of another, and Landlord will be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida. Landlord, in addition to all other rights which it may have under this Lease, hereby expressly reserves all rights in connection with the Building or the Premises not expressly and specifically granted to Tenant under this Lease and Tenant hereby waives all claims for damages, loss, expense, liability, eviction or abatement it has or may have against Landlord on account of Landlord's exercise of its reserved rights, including, but not limited to, Landlord's right to alter the existing name, address, style or configuration of the Building or the Common Areas, signage, suite identifications, parking facilities, lobbies, entrances and exits, elevators and stairwells.

**B. Rent Payments.** No receipt of money by Landlord from Tenant at any time, or any act, or thing done by, Landlord or its agent shall be deemed a release of Tenant from any liability whatsoever to pay Rent, Additional Rent, or any other sums due hereunder, unless such release is in writing, subscribed by a duly authorized officer or agent of Landlord and refers expressly to this Section. Any payment by Tenant or receipt by Landlord of less than the entire amount due at such time shall be deemed to be on account of the earliest sum due. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction. In the case of such a partial payment or endorsement, Landlord may accept such payment, check or letter without prejudice to its right to collect all remaining sums due and pursue all of its remedies under the Lease.

### **33. WAIVER**

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH (i) THIS LEASE, (ii) THE PREMISES, (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE COUNTERCLAIM, WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE SUCH COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION PURSUANT TO RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES (1993). THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

### **34. CONSENTS AND APPROVALS**

If Tenant requests Landlord's consent or approval under this Lease, and if in connection with such requests Landlord deems it necessary to seek the advice of its attorneys, architects and/or other experts, then Tenant shall pay the reasonable fee of Landlord's attorneys, architects and/or other experts in connection with the consideration of such request and/or the preparation of any documents pertaining thereto. Whenever under this Lease Landlord's consent or approval is expressly or impliedly required, the same may be arbitrarily withheld except as otherwise specified herein.

### **35. RULES AND REGULATIONS**

Tenant agrees to abide by all rules and regulations attached hereto as Exhibit "B" and incorporated herein by this reference, as reasonably amended and supplemented from time to time by Landlord. Landlord will not be liable to Tenant for violation of the same or any other act or omission by any other tenant.

### **36. SUCCESSORS AND ASSIGNS**

This Lease will be binding upon and inure to the benefit of the respective heirs, personal and legal representatives, successors and permitted assigns of the parties hereto.

### **37. QUIET ENJOYMENT**

In accordance with and subject to the terms and provisions of this Lease, Landlord warrants that it has full right to execute and to perform under this Lease and to grant the estate demised and that Tenant, upon Tenant's payment of the required

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Rent and Additional Rent and performing of all of the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the full Lease Term.

### 38. ENTIRE AGREEMENT

This Lease, together with the BLI Rider, exhibits, schedules, addenda and guaranties (as the case may be) fully incorporated into this Lease by this reference, contains the entire agreement between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters. This Lease may be modified only by an agreement in writing dated and signed by Landlord and Tenant after the date hereof.

### 39. HAZARDOUS MATERIALS

A. *Representation.* Tenant represents, warrants and covenants that (1) the Premises will not be used for any dangerous, noxious or offensive trade or business and that it will not cause or maintain a nuisance there, (2) it will not bring, generate, treat, store, use or dispose of Hazardous Substances at the Premises, (3) it shall at all times comply with all Environmental Laws (as hereinafter defined) and shall cause the Premises to comply, and (4) Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws. Only for purposes of this paragraph entitled "Representation", the term "Premises" shall mean the Project including parking areas.

B. *Reporting Requirements.* Tenant warrants that it will promptly deliver to the Landlord, (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Tenant's operations upon the Premises; (ii) copies of any documents submitted by the Tenant to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning its operations on the Premises, including but not limited to copies of permits, licenses, annual filings, registration forms and, (iii) upon the request of Landlord, Tenant shall provide Landlord with evidence of compliance with Environmental Laws.

C. *Termination, Cancellation, Surrender.* At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord free of any and all Hazardous Substances and in compliance with all Environmental Laws and to the complete satisfaction of Landlord. Landlord may require, at Tenant's sole expense at the end of the term, a clean-site certification, environmental audit or site assessment.

D. *Access and Inspection.* Landlord shall have the right but not the obligation, at all times during the term of this Lease to (i) enter upon and inspect the Premises, (ii) conduct tests and investigations and take samples to determine whether Tenant is in compliance with the provisions of this Article, and (ii) request lists of all Hazardous Substances used, stored or located on the Premises; the cost of all such inspections, tests and investigations to be borne by Tenant. Promptly upon the written request of Landlord, from time to time, Tenant shall provide Landlord, at Tenant's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Landlord to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Substances found on, under, at, or within the Premises. Tenant will cooperate with Landlord and allow Landlord and Landlord's representatives access to any and all parts of the Premises and to the records of Tenant with respect to the Premises for environmental inspection purposes at any time. In connection therewith, Tenant hereby agrees that Landlord or Landlord's representatives may perform any testing upon or of the Premises that Landlord deems reasonably necessary for the evaluation of environmental risks, costs, or procedures, including soils or other sampling or coring.

E. *Violations - Environmental Defaults.* Tenant shall give to Landlord immediate verbal and follow-up written notice of any actual or threatened spills, releases or discharges of Hazardous Substances on the Premises, caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to promptly investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Substances caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's sole cost and expense; such investigation, clean up and remediation to be performed in accordance with all Environmental Laws and to the satisfaction of Landlord and after Tenant has obtained Landlord's written consent. Tenant shall return the Premises to the condition existing prior to the introduction of any such Hazardous Substances.

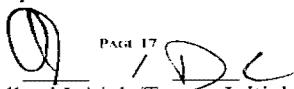
(1) In the event of (1) a violation of an Environmental Law, (2) a release, spill or discharge of a Hazardous Substance on or from the Premises, or (3) the discovery of an environmental condition requiring response which violation, release, or condition is attributable to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers, or contractors, or (4) an emergency environmental condition (collectively "Environmental Defaults"), Landlord shall have the right, but not the obligation, to immediately enter the Premises, to supervise and approve any actions taken by Tenant to address the violation, release or environmental condition; and in the event Tenant fails to immediately address such violation, release, or environmental condition, or if the Landlord deems it necessary, then Landlord may perform, at Tenant's expense, any lawful actions necessary to address the violation, release, or environmental condition.

(2) Landlord has the right, but not the obligation to cure any Environmental Defaults, has the right to suspend some or all of the operations of the Tenant until it has determined to its sole satisfaction that appropriate measures have been taken, and has the right to terminate this Lease upon the occurrence of an Environmental Default.

F. *Additional Rent.* Any expenses, which the Landlord incurs, which are to be at Tenant's expense pursuant to this Article, will be considered Additional Rent under this Lease and shall be paid by Tenant on demand by Landlord.

G. *Assignment and Subletting.* Notwithstanding anything to the contrary in this Lease, the Landlord may condition its approval of any assignment or subletting by Tenant to an Assignee or Subtenant that in the sole judgment of the Landlord does not create any additional environmental exposure.

H. *Indemnification.* Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord and Landlord's affiliates, shareholders, directors, officers, employees and agents harmless from and against any and all claims, judgments, damages (including consequential damages), penalties, fines, liabilities, losses, suits, administrative proceedings, costs and

  
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expenses of any kind or nature, known or unknown, contingent or otherwise, which arise out of or in anyway related to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors during or after the term of this Lease (including, but not limited to, attorneys', consultant, laboratory and expert fees expert fees and including without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and damages arising from any adverse impact on marketing of space), arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of hazardous Substances on or about the Premises.

I. *Definitions.*

(1) "Hazardous Substance" means, (i) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity. (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), and medical waste.

(2) "Environmental Laws" collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 33 U.S.C. § 7401, et seq., the Clear Air Act, 42 U.S.C. §741, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, the Safe Drinking Water Act, 42 U.S.C. § 300f-300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101, et seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety.)

J. *Radon. Radon. In accordance with Florida Law, the following disclosure is hereby made: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.*

40. (INTENTIONALLY DELETED)

41. MISCELLANEOUS

A. If Tenant has a lease for other space in the Building (including storage space), any default by Tenant under such lease will constitute a default hereunder.

B. If any term or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida.

C. Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery by both Landlord and Tenant.

D. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

E. Tenant will pay before delinquency all taxes assessed during the Lease Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

F. If Tenant, with Landlord's consent, occupies the Premises or any part thereof prior to the beginning of the Lease Term, all provisions of this Lease will be in full force and effect commencing upon such occupancy, and Base Rent and Additional Rent, where applicable, for such period will be paid by Tenant at the same rate herein specified.

G. Each party represents and warrants that it has not dealt with any agent or broker in connection with this transaction except for the agents or brokers specifically set forth in the BLI Rider with respect to each Landlord and Tenant. If either party's representation and warranty proves to be untrue, such party will indemnify the other party against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the end of the Lease Term.

H. Neither this Lease nor any memorandum hereof will be recorded by Tenant.

I. Nothing contained in this Lease shall be deemed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

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J. Whenever in this Lease the context allows, the word "including" will be deemed to mean "including without limitation". The headings of articles, sections or paragraphs are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Lease.

K. This Lease does not create, nor will Tenant have, any express or implied easement for or other rights to air, light or view over or about the Building or any part thereof.

L. Landlord reserves the right to use, install, monitor, and repair pipes, ducts and conduits within the walls, columns, and ceilings of the Premises; provided, however, this shall not be construed to modify Tenant's maintenance obligations set forth elsewhere in this Lease, and Tenant shall be responsible at Tenant's expense for the maintenance and repair of any mechanical systems primarily serving the Premises between the ceiling of the Premises and the roof deck of the Building.

M. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized person or firm.

N. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease. Accordingly, this Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof. In the event of any dispute hereunder other than an Event of Default, the prevailing party in litigation shall be entitled to recover all costs and expenses associated therewith, including reasonable attorneys' fees through all appeals.

O. Landlord and Tenant acknowledge that the terms and provisions of this Lease have been negotiated based upon a variety of factors, occurring at a coincident point in time, including, but not limited to: (i) the individual principals involved and the financial strength of Tenant, (ii) the nature of Tenant's business and use of the Premises, (iii) the current leasing market place and the economic conditions affecting rental rates, (iv) the present and projected tenant mix of the Building, and (v) the projected juxtaposition of tenants on the floor(s) upon which the Premises are located and the floors within the Building. Therefore, recognizing the totality, uniqueness, complexity and interrelation of the aforementioned factors, the Tenant agrees to use its best efforts not to disseminate in any manner whatsoever, (whether by word of mouth, mechanical reproduction, physical tender or by any manner of visual or aural transmission or review) the terms and conditions of this Lease to third parties who could in any way be considered presently or in the future as prospective tenants for this or any other leasehold property with which Landlord may be involved.

P. If more than one person or entity is named herein as Tenant, their liability hereunder will be joint and several. In case Tenant is a corporation, Tenant (a) represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof, and (b) Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease, executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. In case Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in said partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding agreement of the partnership every partner therein in accordance with its terms. It is agreed that each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms and provisions of this Lease, shall release the liability of such partner under the terms of this Lease unless and until Landlord shall have consented in writing to such release.

Q. Landlord has made no inquiries about and makes no representations (express or implied) concerning whether Tenant's proposed use of the Premises is permitted under applicable law, including applicable zoning law; should Tenant's proposed use be prohibited, Tenant shall be obligated to comply with applicable law and this Lease shall nevertheless remain in full force and effect.

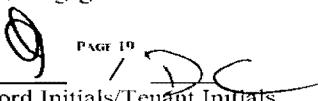
R. Notwithstanding anything to the contrary in this Lease, if Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, hurricanes and floods and other acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

S. Tenant agrees to pay, before delinquency, all taxes assessed during the Lease Term against (i) all personal property, trade fixtures, and improvements located in or upon the Premises and (ii) any occupancy interest of Tenant in the Premises.

T. Landlord shall provide, at Tenant's expense, identification of Tenant on the Building Directory and Building standard suite identification of Tenant at the immediate entrance of the Premises.

U. At the request of Landlord (i) following the close of each fiscal year of Tenant, the close of each Lease Year or the close of each calendar year during the Term, or (ii) if pursuant to a request or demand made by Landlord's lender, or (iii) if there is a default or Event of Default under this Lease, Tenant shall furnish to Landlord a balance sheet of Tenant as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended, together with an opinion of an independent certified public accountant of recognized standing to the effect that said financial statements have been prepared in conformity with generally accepted accounting principles consistently applied, and fairly present the financial condition and results of operations of Tenant as of and for the periods covered.

V. Tenant represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this Lease directly or indirectly on behalf of, or facilitating this

  
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Lease directly or indirectly on behalf of, any such person, group, entity or nation. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

W. Tenant hereby grants permission to Landlord and its management company to include Tenant's name, its Premises address and its domain email address, if any, in email communications and other social network communications initiated by Landlord or its management company, for one or more of the following purposes: publishing a general reference to the list of Landlord's tenants at the Building; public advertising; inclusion in a management newsletter shared with other tenants of the Building or of Landlord's affiliates who own property located in Boca Raton, Florida ("Landlord Affiliate Properties"), or any other commercially reasonable purposes that promote the Building, its tenants including Tenant, or Landlord Affiliate Properties. Neither Landlord nor its management company will release any of the Tenant principals' names or any non-public telephone or email contact information unless approved in advance by Tenant.

**42. DELIVERY OF GUARANTY**

Attached hereto as Exhibit "C" is a form of guaranty (the "Guaranty") to be signed by each Guarantor identified in the BLI Rider. Tenant's failure to deliver the Guaranty fully executed by the Guarantor within 5 days from the earliest date on which this Lease has been signed by the parties shall constitute an Event of Default.

NOT A CERTIFIED COPY

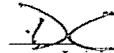
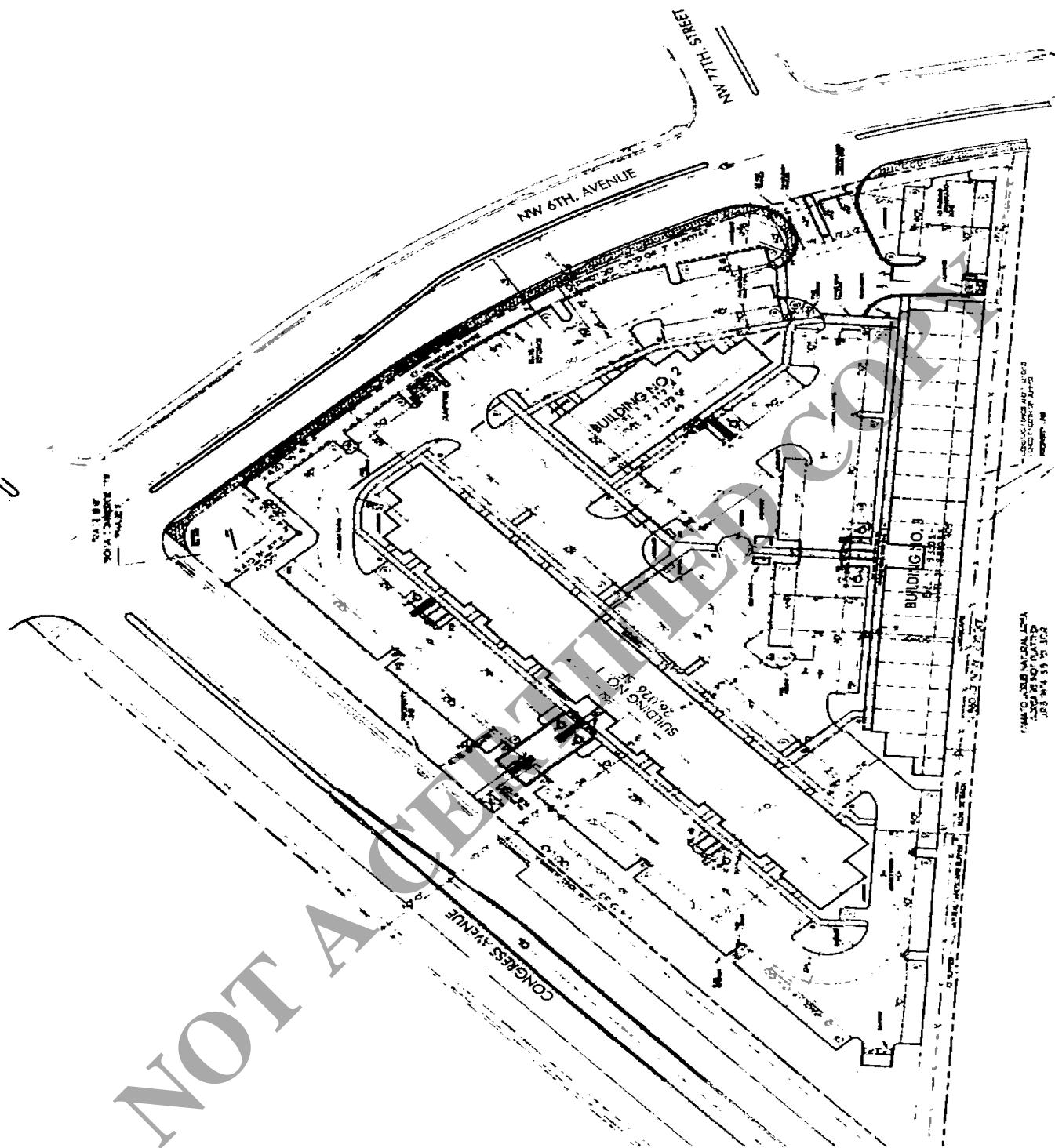
  
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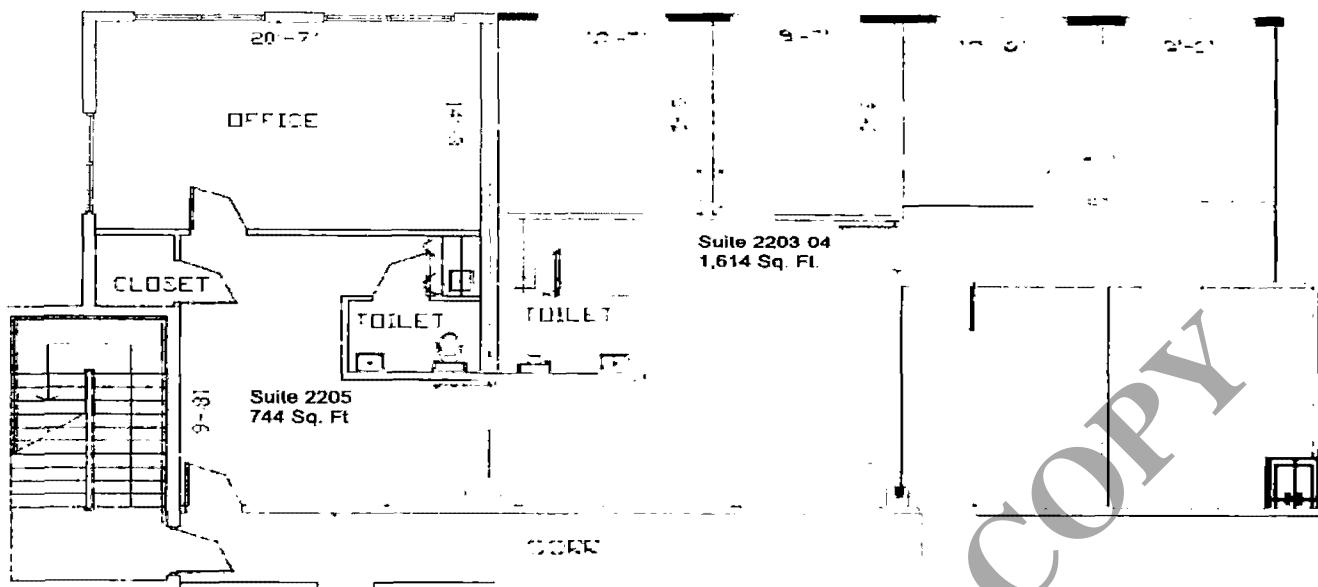
EXHIBIT "A"  
SITE PLAN



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PAGE 1

EXHIBIT "A-1"  
FLOOR PLAN



Suite 2203-05  
2,358 Total Sq. Ft.

*The Preserve at 7700 Congress*  
Building 2000 Suite Interior  
7700 Congress Avenue  
Boca Raton, FL 33487

**Danburg Management Corporation**  
7700 Congress Avenue, Suite 3100  
Boca Raton, FL 33487  
Tel 561.997.5777 Fax 561.997.9477  
[www.danburg.com](http://www.danburg.com)

Landlord Initials/Tenant Initials

Page 2

EXHIBIT "A-2"  
LEGAL DESCRIPTION

Parcel "A" of the "ALBERT" Plat, according to the Plat thereof, recorded in Plat Book 88, Page 58 of the Public Records of Palm Beach County, Florida.

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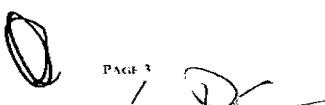
  
PAGE 3  
Landlord Initials/Tenant Initials

EXHIBIT "B"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design, and color, and attached in the manner approved by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord except that the name of Tenant may appear on the entrance door of the Premises. In the event of a violation of the foregoing by Tenant, Landlord may remove same without any liability and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory as well as exterior suite identification plaques shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant and shall be of a size and style acceptable to the Landlord.

4. Tenant shall not occupy or permit any portion of the Premises demised to it to be occupied as an office for a public stenographer or typist, or as a barber or manicure shop, or as an employment bureau. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant at the Premises, nor advertise for labor giving an address at the Premises. The Premises shall not be used for gambling, lodging, or sleeping or for any immoral or illegal purposes. The Premises shall not be used for the manufacture, storage, or sale of merchandise, goods or property of any kind whatsoever.

5. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageway or other public places in the Building shall not be covered or obstructed by any Tenant nor shall any bottles, parcels or other articles be placed on the window sills. No materials shall be placed in the corridors or vestibules nor shall any articles obstruct any air conditioning supply or exhaust vent.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant, its servants, employees, agents, or licensees shall be borne by Tenant.

7. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building of which they form a part. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as it may direct. Should a Tenant require telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power or heating without Landlord's prior written permission. Neither Tenant nor Tenant's Agents including, but not limited to, electrical repairmen and telephone installers, shall lift, remove or in any way alter or disturb any of the interior ceiling materials of the Premises or Building, nor shall any of same have any access whatsoever to the area above the interior ceiling of the Premises or the Building except with the prior written consent of Landlord and in accordance with guidelines established by Landlord. No antennas shall be permitted.

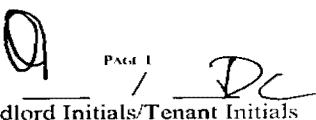
8. No vehicles, or animals of any kind shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any Tenant on said Premises. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. Landlord shall have the right to retain a passkey and to enter the Premises at any time, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit same to prospective Tenants during normal business hours.

10. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No Tenant shall throw anything out of doors, windows, skylights, or down the passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each Tenant must, upon the termination of his tenancy restore to the Landlord all keys of offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant. Tenant shall pay to the Landlord the cost of any lost keys. Should Tenant require any key changes, Tenant may request such changes from Landlord in writing and Tenant shall be required to use Landlord's authorized locksmith at Tenant's expense. Any re-keying charge from Landlord's locksmith due to Tenant's use of an unauthorized locksmith will be billed to the Tenant as additional rent on the next rental invoice. In case of emergency, Tenant may contact Landlord's authorized locksmith, Boca Security Center and Locksmith, 1811 NW 2nd Avenue, Boca Raton, FL 33432, telephone number is (561) 395-4383 (subject to change at any time without notice). Should Tenant contact Landlord's authorized locksmith directly, Tenant shall be fully responsible for notifying the locksmith that the service call is for a Danburg Management Corporation property and that all locks must be set to the master settings for the property. Tenant shall be financially responsible for any costs associated with failure to notify locksmith of the above.

12. Tenant will refer all contractors, contractors' representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the building, including installations of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

  
PAGE 1  
Landlord Initials/Tenant Initials

13. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Landlord or its agent may determine from time to time. All such movement shall be under supervision of Landlord and in the manner agreed between Tenant and Landlord by pre-arrangement before performance. Such pre-arrangements initiated by Tenant will include determination by Landlord, subject to his decision and control, of the time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon 2-inch thick plank strips to distribute the weight. Any damage done to the Building or to other Tenants or to other persons in bringing in or removing safes, furniture or other bulky or heavy articles shall be paid for by the Tenant.

14. Tenant agrees that all machines or machinery placed in the Premises by Tenant will be erected and placed so as to prevent any vibration or annoyance to any other Tenants in the Building of which the Premises are a part, and it is agreed that upon written request of Landlord, Tenant will, within ten (10) days after the mailing of such notice, provide approved settings for the absorbing, preventing, or decreasing of noise from any or all machines or machinery placed in the Premises.

15. The requirements of Tenant will be attended to only upon written application at the office of the Building. Employees of Landlord shall not receive or carry messages for or to any Tenant or other person nor contract with or render free or paid services to any Tenant or Tenant's agent, employees, or invitees.

16. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

17. Landlord will not be responsible for lost, stolen, or damaged property, equipment, money, or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.

18. Landlord specifically reserves the right to refuse admittance to the Building from 6 p.m. to 8 a.m. daily, or on Saturdays, Sundays or legal holidays, to any person or persons who cannot furnish satisfactory identification, or to any person or persons who, for any other reason in the Landlord's judgment, should be denied access to the Premises. Landlord, for the protection of the Tenant and Tenant's effects may prescribe hours and intervals during the night and on Saturdays, Sundays and holidays, when all persons entering and departing the Building shall be required to enter their names, the offices to which they are going or from which they are leaving, and the time of entrance and departure in a register provided for the purpose by the Landlord.

19. No Tenant, nor any of Tenant's Agents, shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical, or substance.

20. Tenant is strongly encouraged to use plastic chair pads at all employee desks and workstations. Any excess wear and tear to flooring in the Premises due to Tenant's failure to do so shall be Tenant's responsibility.

21. Unless specifically stated otherwise in the Lease, all painting by Landlord will use building standard Sherwin Williams 1908 informal ivory. Should Tenant repaint any walls in the Premises in any other color (unless approved in writing by Landlord), the cost of repainting those walls at \$0.65 per square foot of surface area will be billed as additional rent in the next monthly rental invoice following notice from Landlord or withheld from Tenant's Security Deposit at the end of the Lease.

22. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

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Landlord Initials/Tenant Initials

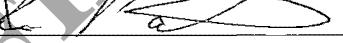
(a) As a material inducement to Landlord to enter into the Lease, dated March 15, 2013 (the "Lease"), between Strategic Global Assets Management LLC, a Florida limited liability company d/b/a FraudGuarantee.com, as Tenant, and 7700 Congress, Ltd., a Florida limited partnership, as Landlord, the undersigned (individually, a "Guarantor" and if more than one person is signing below, then collectively referred to herein as "Guarantor") hereby unconditionally and irrevocably guarantees, jointly and severally, the complete and timely performance of each obligation of Tenant under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, continuing, and general guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantor waives any right to require Landlord to join Tenant with Guarantor in any suit arising under this Guaranty, proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or pursue or exhaust any other remedy in Landlord's power. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease. Guarantor acknowledges and agrees that the notice provision set forth in the Lease is incorporated herein by this reference and made a part of this Guaranty; and Guarantor's address for notices is set forth below. Guarantor hereby waives all demands for performance, notices of performance, and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by: the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; the rejection or disaffirmance of the Lease in any such proceeding; or the cessation from any cause whatsoever of the liability of Tenant under the Lease. Guarantor shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses).

Guarantor's monetary liability under this Guaranty shall be limited to an amount equal to twelve (12) months of Rent as defined in the Lease (ie: includes Base Rent and Overhead Rent) at the rates and amounts in effect at the time that Tenant defaults under the Lease plus any reasonable attorney's fees and costs incurred by Landlord in enforcing this Guaranty. Notwithstanding the foregoing, or anything in this Guaranty to the contrary, if after five (5) days after an Event of Default the Landlord is unable to acquire exclusive possession of the Premises in the condition required at the time of surrender of the Premises, then the foregoing limitation on monetary liability shall be null and void, of no further effect, and Guarantor shall have full liability under this Guaranty to Landlord.

## WITNESS:

  
Print Name: Charlie Anello, Jr.

## GUARANTOR:

  
Individually By:   
Print Name: Lev Parnas  
Address: 2346 NW 59th Street  
Boca Raton  
FL 33496  
Date: 3-15-2013

   
Landlord Initials/Tenant Initials

EXHIBIT "E"

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Standard Office Lease dated the 15<sup>th</sup> day of March, 2013, between 7700 Congress, Ltd., a Florida limited partnership, as Landlord, and Strategic Global Assets Management LLC, a Florida limited liability company d/b/a FraudGuarantee.com, as Tenant, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space, being designated as Suite No. 2203-05 in the Building commonly known as The Preserve at 7700 Congress and located at 7700 Congress Avenue, Boca Raton, Florida 33487. Unless specified otherwise herein, all capitalized terms used herein shall have the meanings assigned to them in the Lease. Landlord and Tenant hereby agree that:

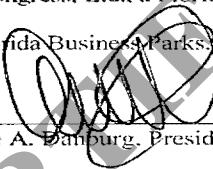
1. Landlord's Work required under the terms of the Lease has been fully completed.
2. Tenant hereby acknowledges that the Premises are tenantable and that Landlord has no obligation for improvements with respect to the Premises, and Tenant further hereby acknowledges that the Building and the Premises are satisfactory in all respects, and are suitable for the Permitted Use as set forth in the Lease.
3. The Commencement Date of the Lease is hereby acknowledged and agreed to be 4/1/13.
4. Tenant will take possession of the Premises on 4/9/13.
5. Rent on the Premises commences on June 1, 2013. Landlord shall abate Base Rent for the Months of April and May 2013.
6. The Lease Term expires on May 31, 2017.
7. The Base Rent Increases each year on April 1.
8. Tenant acknowledges receipt of the current Rules and Regulations for the Building, which current Rules and Regulations are attached as an exhibit to the Lease.

Agreed and Executed this 16 day of April, 2013.

LANDLORD:

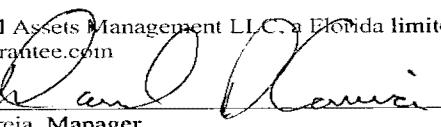
7700 Congress, Ltd., a Florida limited partnership

By:  Florida Business Parks Inc., a Florida corporation, its general partner

By:  Jamie A. Danburg, President

TENANT:

Strategic Global Assets Management LLC, a Florida limited liability company  
d/b/a FraudGuarantee.com

By:  David Correia, Manager

 / DC  
Landlord Initials/Tenant Initials

Corporate Resolution

Let it be known that David Correia, as Manager of Strategic Global Assets Management LLC, a Florida limited liability company d/b/a FraudGuarantee.com, is hereby authorized as signatory for the Tenant and furthermore is authorized to enter into and bind Tenant to a rental lease as stipulated and outlined in the lease document, entitled Standard Office Lease, The Preserve at 7700 Congress.

Seen and Agreed to by:

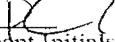
By:   
Name: David Correia  
Title: Pres and CEO

Date: 3/15/13

Witnesses

By:   
Date: 3/15/13

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 PAGE 1   
Landlord Initials/Tenant Initials

## FIRST AMENDMENT TO STANDARD OFFICE LEASE

Sept. 10, 2014 This FIRST AMENDMENT TO STANDARD OFFICE LEASE (this "Amendment") is made as of Sept. 10, 2014, 2014, by and between 7700 Congress Ltd., a Florida limited partnership ("Landlord"), Strategic Global Assets, LLC, a Florida limited liability company, dba FraudGuaranty.com ("Tenant") and Lev Parmas, individually ("Tenant").

### WITNESSETH,

WHEREAS, Landlord and Tenant are bound under that certain Standard Office Lease dated March 15, 2011 (the "Lease"), regarding certain "Premises" as defined in the Lease, which consists of Suites 2203-2205 of The Preserve At 7700 Congress, located at 7700 Congress Avenue, Boca Raton, Florida 33487, and

WHEREAS, Guarantor executed that certain Guaranty dated of even date with the Lease ("Guaranty") in connection with the Lease; and

WHEREAS, Tenant has been subject to a continuing Event of Default under the Lease resulting from nonpayment of Rent due to Landlord, and as a result, Tenant relinquished its right, title and interest in and to Suites 2203-2204 and

WHEREAS, Landlord and Tenant wish to ratify and affirm the Lease with respect to the remaining Premises consisting of Suite 2205, subject to and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) paid by Tenant to Landlord, the mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Recitals and Defined Terms: The foregoing recitals are true and correct and are hereby incorporated by this reference as if set forth in their entirety. Any capitalized term not defined herein shall have the same meaning as ascribed to it in the Lease.

2. Premises: Landlord and Tenant agree that effective as of July 8, 2014, and for the remainder of the Lease Term which expires on May 31, 2017, the Premises no longer includes Suites 2203-2204 as part of the Premises, as defined under the Lease, and only includes Suite 2205, which consists of 744 square feet as stipulated and agreed by Landlord and Tenant. The floor plan of Suite 2205 is attached hereto as Exhibit A. Tenant agrees to execute and deliver to Landlord the Acceptance of Premises memorandum for Suite 2205 which is attached hereto.

3. Base Rent: Base Rent (plus applicable sales tax as set forth in the Lease) for the remainder of the Lease Term will be due and payable as reflected below (for purposes of this Amendment, a "Lease Year" is defined to be each year commencing on the Extended Term Commencement Date or anniversary thereof).

Lease Year	\$/PSF	Annual	Monthly
9/1/2014 - 8/31/2015	\$20.60	\$15,326.40	\$1,277.20
9/1/2015 - 8/31/2016	\$21.22	\$15,787.68	\$1,315.64
9/1/2016 - 5/31/2017*	\$21.85	\$16,256.40*	\$1,354.70

\*Although annualized Base Rent is stated for calculation purposes, Lease Year is less than twelve (12) months

Base Rent is due and payable monthly during the Lease Term in addition to sales tax, janitorial charges and Tenant's reserved parking space monthly charge.

First Month's Base Rent in the amount of \$1,277.20, plus sales tax in the amount of \$85.07, together with janitorial in the amount of \$75.64 and Tenant's reserved parking space charge in the amount of \$65, for a total due in the amount of \$1,502.91, is due and payable to Landlord upon Tenant's execution and delivery of this Amendment to Landlord. Tenant shall receive a pro-rated credit against October 2014 Base Rent and October janitorial charges for the number of days in September 2014 that Tenant did not receive from Landlord delivery of the keys for its possession of Suite 2205.

The foregoing schedule of Base Rent is in addition to the past due Rent that remains due and owing to Landlord in the amount of \$20,629.91 ("Past Due Rent") together with the unearned broker commission that Tenant has agreed to pay in the amount of \$1,390.92, in consideration of Landlord reletting Suites 2203-2204 ("Commission"). Tenant, joined by Guarantor in this Amendment, agrees to pay the Past Due Rent and Commission in full (\$24,020.83) no later than December 31, 2014; time is of the essence as to such payment by this due date. Notwithstanding the outside due date for payment of the Past Due Rent and Commission, Tenant agrees to use its best efforts to make periodic payments to Landlord prior to December 31, 2014, as Tenant may prepay in whole or in part the Past Due Rent and Commission. So long as Tenant timely pays all Rent, Past Due Rent and the Commission when due, and so long as Tenant timely performs all other obligations of Tenant under the Lease, Landlord agrees that Landlord shall not enforce against Tenant or Guarantor the payment of the additional monies that are due Landlord to compensate Landlord for its losses arising from

Landlord/Lease Tenant Initials Guarantor Initials

the downsizing of the Premises and for the reletting expenses incurred by Landlord (collectively, the "Other Reletting Expenses"), however, Landlord hereby reserves the right to enforce payment of the Other Reletting Expenses against Tenant and Guarantor upon the occurrence of an Event of Default under the Lease. If an Event of Default is triggered, then Landlord shall be entitled to enforce against Tenant and Guarantor the payment of all of the unpaid Past Due Rent, Commission, Rent, and Other Reletting Expenses. If Tenant remains in good standing without an Event of Default through the end of the Lease Term, then Landlord agrees that neither Tenant nor Guarantor shall have any obligation for payment of the Other Reletting Expenses.

4. **Overhead Rent:** Tenant's Share is reduced to 1%. Tenant shall continue to pay Tenant's Share of Overhead Rent in accordance with the provisions of Section 3 of the Lease.

5. **Deposits:** Tenant's Security Deposit in the amount of \$7,860.00 shall be retained by Landlord during the remainder of the Lease Term in accordance with the terms of the Lease.

6. **Termination of Options, Renewal Option; Right of First Offer:** All Options stated in the Lease, if any, are hereby terminated. For purposes of this Amendment, "Options" means (a) a right or option of Tenant to (1) extend, renew or cancel the term of the Lease; (ii) expand or contract the Premises, or (iii) relocate within the Building or the Project, and (b) rights of first refusal or first offer or notice (or similar rights) with respect to the lease of other space in the Building or the Project or the purchase of any portion of the Building or Project.

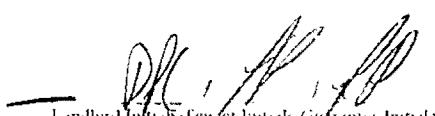
7. **Brokers:** Tenant represents and warrants that any brokerage fees or commissions, if any, associated with this Amendment are the responsibility of the Tenant, and Tenant shall indemnify and hold Landlord harmless from all liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through litigation and any appellate proceedings, arising out of any claim or demand by any broker for any such brokerage fees or commissions. Landlord represents to Tenant it has not dealt with any broker in connection with this Amendment.

8. **Tenant Name and Fictitious Name:** Tenant hereby agrees that its legal name is Strategic Global Assets, LLC, and that there was a scrivener's error in the original Lease pertaining to Tenant's name as stated therein. Tenant acknowledges, covenants and agrees that the scrivener's error is corrected by this Amendment and that at all times the Lease was and remains binding on Tenant notwithstanding the typographical error. In addition, Tenant's fictitious name is "FraudGuaranty.com" and not "FraudGuarantee.com." Tenant further agrees that the Lease is hereby amended to correct this scrivener's error, and any references in any document relating to the Lease that may include these typographical errors are corrected by this Amendment, and all such documents are ratified and affirmed by Tenant as set forth below.

9. **Ratification:** Landlord and Tenant each hereby renew and ratify the Lease, and reaffirms its rights and obligations under the Lease, as modified by this Amendment. In the event of a conflict or ambiguity between the Lease and this Amendment, the terms and provisions of this Amendment shall control. Landlord and Tenant each represents and warrants to the other (i) that the execution and delivery of this Amendment has been fully authorized by all necessary corporate, partnership or company action, (ii) that the person signing this Amendment has the requisite authority to do so and the authority and power to bind the Tenant on whose behalf they have signed, (iii) that this Amendment constitutes the valid and binding obligations of the parties to this Amendment, and (iv) to the best of each party's knowledge, this Amendment is legally enforceable in accordance with its terms. Tenant warrants and represents to Landlord that: (i) to the best of its knowledge, as of the date hereof, Landlord and Tenant have each complied with all of the terms and conditions of the Lease, (ii) Tenant has no rights to any credit, claim, cause of action, offset or similar charge against Landlord or the Base Rent or any other charge existing as of the date hereof under the Lease, and (iii) without Landlord's prior written consent there have been no assignees, sublessees or transferees of the Lease, or any person or firm occupying or having the right in the future to occupy the Premises, or any part thereof, except Tenant. Tenant further covenants and agrees that Tenant waives and releases Landlord and its employees, agents, partners, directors, and property manager from any and all demands, causes of action, offsets, and any other claims whatsoever that Tenant may have against Landlord through the date hereof, in consideration of the Lease term extension granted to Tenant by this Amendment. Guarantor has joined in this Amendment to ratify and affirm his Guaranty based upon the Lease as modified by this Amendment, and to covenant and agree to pay the Past Due Rent jointly and severally with Tenant, on the terms stated herein. Tenant further agrees to cause the execution and delivery of the Corporate Resolution that is attached hereto, with Tenant's delivery to Landlord of this executed Amendment, in order to confirm the authority of the signatory of Tenant to this Amendment.

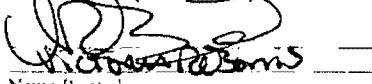
10. **Miscellaneous:** This Amendment is governed by the laws of the State of Florida. This Amendment may be executed in counterparts, each of which shall be considered an original and when taken together shall constitute one document. Email or facsimile transmission of a party's signed Amendment shall be binding on such party as though an original document has been delivered. This Amendment shall not be effective until signed by Landlord, whereupon the effective date of this Amendment shall be the date first stated above.

(REST OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS)

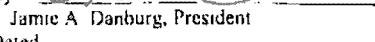
  
Landlord Initials Tenant Initials Guarantor Initials

IN WITNESS WHEREOF, Landlord, Tenant and Guarantor have each executed this Amendment on the dates written below their names.

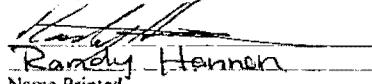
WITNESSES (to Landlord):

  
Name Printed  
*Susie J. Suss*  
Name Printed

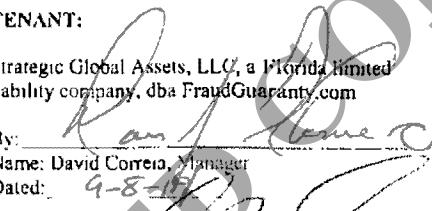
LANDLORD:

7700 Congress Ltd., a Florida limited partnership  
By   
Florida Business Parks, Inc., a Florida corporation, General Partner  
By   
Jamie A. Danburg, President  
Dated: \_\_\_\_\_

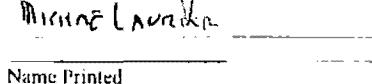
WITNESSES (to Tenant):

  
Name Printed  
  
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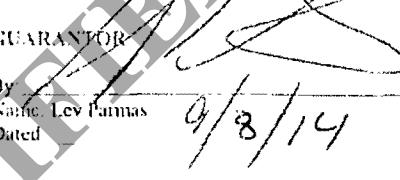
TENANT:

  
Strategic Global Assets, LLC, a Florida limited liability company, dba FraudGuaranty.com  
By:   
Name: David Correia, Manager  
Dated: *9-8-14*

WITNESSES (to Guarantor):

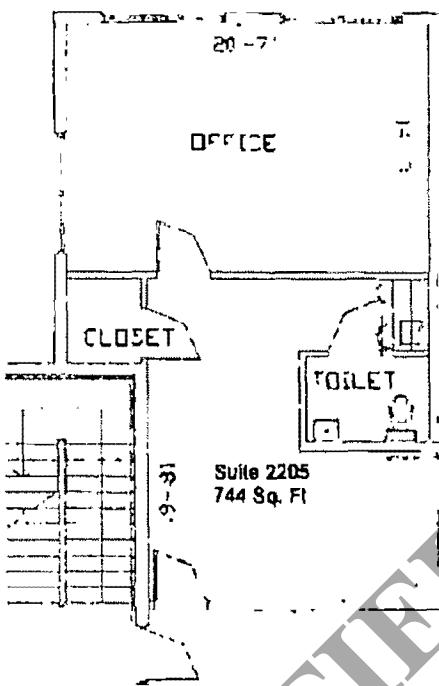
  
Name Printed  
  
Name Printed

GUARANTOR:

  
Name: Lev Parnas  
Dated: *9/8/14*

  
Landlord Initials/Tenant Initials/Guarantor Initials

EXHIBIT "A"



NOT A CERTIFIED COPY

— *DPC* / *JL*  
Landlord Initials/Tenant Initials/Guarantor Initials

Corporate Resolution

Let it be known that David Correia, as Manager of Strategic Global Assets, LLC, a Florida limited liability company, dba FraudGuaranty.com, is hereby authorized as signatory for the Tenant and furthermore is authorized to enter into and bind Tenant to an Amendment to rental lease as stipulated and outlined in the lease document, entitled First Amendment to Standard Office Lease, The Preserve at 7700 Congress.

Seen and Agreed to by:

By: David Correia  
Name: David P. Correia  
Title: CoO

Date: 9-8-14

Witnesses

By: John Smith

Date: 9-8-14

Landlord Initials/Tenant Initials/Guarantor Initials

## ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain First Amendment to Standard Office Lease ("Amendment") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, between 7700 Congress, Ltd., a Florida limited partnership, as Landlord, and Strategic Global Assets, LLC, a Florida limited liability company, dba FraudGuaranty.com, as Tenant, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space, being designated as Suite No. 2205 ("Premises") in the Building commonly known as The Preserve at 7700 Congress and located at 7700 Congress Avenue, Boca Raton, Florida 33487. Unless specified otherwise herein, all capitalized terms used herein shall have the meanings assigned to them in the Lease, which is defined in the Amendment. Landlord and Tenant hereby agree that:

1. Tenant hereby acknowledges that the Premises are tenantable, and Tenant further hereby acknowledges that the Building and the Premises are satisfactory in all respects, and are suitable for the Permitted Use as set forth in the Lease.
2. Landlord has delivered the keys and possession of the Premises to Tenant on September \_\_, 2014.
3. Base Rent on the Premises commences on \_\_\_\_\_, with annual increases on September 1 of each year. Tenant shall be entitled to a prorated Base Rent credit arising from September 2014 Base Rent which will be applied to Tenant's invoice for October 2014, as stated in the Amendment.
4. The Lease Term expires on May 31, 2017.
5. Tenant acknowledges receipt of the current Rules and Regulations for the Building, which current Rules and Regulations are attached as an exhibit to the Lease.

Agreed and Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

### LANDLORD:

7700 Congress, Ltd., a Florida limited partnership

### WITNESSES:

By: Florida Business Parks, Inc., a Florida corporation, its general partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jamie A. Danburg, President

### TENANT:

Strategic Global Assets, LLC, a Florida limited liability company, dba FraudGuaranty.com

By: \_\_\_\_\_  
Name: David Correia, Manager

Print Name: \_\_\_\_\_

Landlord Initials/Tenant Initials/Guarantor Initials



7700 Congress Avenue, Suite 3100  
T: 561.997.5777 F: 561.997.9577  
[www.danburg.com](http://www.danburg.com)

DANBURG  
MANAGEMENT CORPORATION

November 20, 2014

**VIA EMAIL**

Strategic Global Assets, LLC  
7700 Congress Avenue, Suite 2205  
Boca Raton, FL 33487  
Attn: David Correia, Manager

*Re: Lease dated March 15, 2013, as amended ("Lease"), for Suite 2205 ("Premises") at The Preserve at 7700 Congress located at 7700 Congress Avenue, Boca Raton, Florida 33487, between Strategic Global Assets, LLC, as Tenant and 7700 Congress, Ltd., as Landlord*

Dear Mr. Correia:

This communication serves as formal notice pursuant to the terms of the above-referenced Lease that there is an Event of Default under the Lease in that the Tenant has failed to timely pay Rent (as defined in the Lease) due to the Landlord. There is a current outstanding balance due to the Landlord in the amount of \$27,282.09, together with attorneys' fees and costs of collection, as of November 20, 2014. **Demand is hereby made for payment in full of the rent which currently remains outstanding no later than November 25, 2014. A copy of the 3-day notice that has been posted at the Premises is attached hereto, together with a copy of an additional notice pertaining to Tenant's abandonment of the Premises that has also been posted, as the Landlord has knowledge that the Tenant has been absent from the Premises in excess of thirty (30) days.**

**Failure to submit payment as required by the Lease and pursuant to the demand made by this letter will result in further action by the Landlord which will subject not only the Tenant, but also the guarantor, Lev Parnas, to liability for payment of all amounts of Rent now and hereafter owing to the Landlord, in addition to attorney fees and costs of collection. Please note that if payment is not timely made, Landlord will exercise of all of Landlord's remedies under the Lease and applicable Florida law, including acceleration of all Rent for the remainder of the Lease term.**

If Tenant or Guarantor will make timely make payment, then the exact amount due as of the payment date should be verified by contacted the undersigned prior to making any such payment, as rent and late charges continue to accrue each month for the duration of

the term of the Lease. Payment should be made by cashier's check or wire transfer. Remittance by mail shall be made to our address stated above, and if payment will be made by wire transfer then you should contact us for this information. Payment in person may be made at our office address stated above.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Sincerely,

Danburg Management Corporation, authorized agent for Landlord

*Robbin Newman*

Robbin Newman  
General Counsel

cc: Jamie Danburg (via email)  
Lev Parnas (via certified mail, return receipt requested)



7700 Congress Avenue, Suite 3100  
T: 561.997.5777 F: 561.997.9577  
[www.danburg.com](http://www.danburg.com)

DANBURG  
MANAGEMENT CORPORATION

December 9, 2014

**VIA EMAIL**

Strategic Global Assets, LLC  
7700 Congress Avenue, Suite 2205  
Boca Raton, FL 33487  
Attn: David Correia, Manager

*Re: Lease dated March 15, 2013, as amended ("Lease"), for Suite 2205 ("Premises") at The Preserve at 7700 Congress located at 7700 Congress Avenue, Boca Raton, Florida 33487, between Strategic Global Assets, LLC, as Tenant and 7700 Congress, Ltd., as Landlord*

Dear Mr. Correia:

There has not been any response whether by contact or payment of rent since our letter dated November 20, 2014; and at that time more than thirty (30) days had already passed that Tenant had been absent from the Premises; therefore, this letter serves as final legal notice that the Tenant has abandoned the Premises. All property that was left in the Premises shall be sold to satisfy the Tenant's outstanding obligations to the Landlord pursuant to the exercise of Landlord's remedies under the Lease. The exercise of such remedies shall include pursuit of the Tenant and Lev Parnas, the guarantor, so that the Landlord may be made whole with respect to all monies due and owing to the Landlord.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Sincerely,

Danburg Management Corporation, authorized agent for Landlord

*Robbin Newman*

Robbin Newman  
General Counsel

cc: Jamie Danburg (via email)  
Lev Parnas (via U.S. Mail and via certified mail, return receipt requested)  
David Correia (via U.S. Mail)